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FIRST EDITION.

MIDNIGHT.

HARRISBURG.

McClure-Gray Contest.

BILL FOR CONTESTED ELECTIONS.

Bills Introduced.

NEW PASSENGER RAILWAY.

Tax Collection in Pittsburgh.

[Special Dispatch to the Pittsburgh Gazette.]

SENATE

URSULINE ACADEMY.

Mr. GRAHAM introduced a bill incorporating the Ursuline Academy for young ladies.

M'CLURE-GRAY BILL.

A message from the House being before the Senate insisting on its amendment to the Senate McClure-Gray bill, and announcing a committee of conference, Mr. BUCKALEW introduced a resolution for the appointment of a conference committee on the part of the Senate, to meet the House committee, and propose the following bill:

SECTION 1. That it shall be held to be the intent and meaning of the act regulating elections of this commitie approved July 2d, 1839, that the time for the presentation of a petition contesting the election of a Senator or Representative shall commence to run from the receipt of the return of election of such Senator or Representative by the body to which such return is made, if such body shall then be organized, and if not, then within ten days after such organization; and that in any case of contested election now pending in the Senate, a committee for the trial of the contest shall be selected and formed by the Senate on or before the twentieth of February, instant, by choosing six members therefrom *sine voce*, each Senator voting for no more than three names, and that the remaining member of the committee shall be chosen by lot in the manner following: The names of all the remaining Senators present, except those of the Speaker and sitting members, shall be written on distinct pieces of paper as nearly alike as may be, each of which shall be rolled up and put into a box or urn by the Clerk of the Senate, or some person appointed to act in his stead, and the box or urn shall be placed on the Speaker's desk. The Clerk of the Senate or person appointed to act in his stead, having thoroughly shaken and intermixed said papers, shall draw them out one by one, and the names of the Senators so drawn shall be written down on a separate list by one of the clerks until thirteen names shall have been drawn. The separate list of thirteen Senators so drawn shall be given to each of the parties to the contest, who shall, accompanied by the Clerk or other persons appointed to act in his stead, immediately withdraw to some adjoining room, where they shall proceed to strike off alternately the names upon said list until but three names shall be left thereon, and the Senator whose name shall remain shall be the seventh member of the committee.

SEC. 2. The committee chosen as aforesaid shall be duly organized and sworn, and all its powers and duties shall be the same as those of the Senatorial Election Committee under the aforesaid act of the 2nd of July, 1839, and it shall proceed in all respects as directed by said act in the hearing and determination of the contest.

SEC. 3. Any vacancy occurring in said committee shall be filled as follows: If such vacancy shall be the member chosen by the votes of the Senators, it shall be filled by a new appointment made in open Senate by the same or by a majority of the same Senators who shall have voted for the member above whose place is to be filled; if such vacancy shall be of the seventh member of the committee chosen, as aforesaid, by lot and challenge, his place shall be filled in the same manner as that in which the said seventh member shall have been chosen, all the names of the qualified members present being first placed in a box or urn for the purpose of selection, and any member chosen to fill the vacancy shall be duly sworn, and shall perform all the duties and possess all the powers of the original member of the committee from the time of his selection. In no case of selection of the committee or of the filling of a vacancy shall the sitting member be permitted to vote, and in case of the absence of refusal to act of the contestant or of the sitting member, the Senate shall appoint some person to act in his stead.

After a brief Republican caucus this resolution and bill were adopted by a unanimous vote.

HOUSE.

BILLS INTRODUCED.

By Mr. WHITE, revising the laws relating to penal proceedings.

By Mr. BALLANTINE, incorporating the Tredaneeville & Pittsburgh Savings Bank; also, authorizing the Pittsburgh & Tempranceville Passenger Railway Company to cross the Tripartite bridge and build branches to Union, Chartiers and Stowe townships and Allegheny city and Pittsburgh.

By Mr. EDWARDS, a supplement for the Woodruff Sleeping Parlor Coach Company.

By Mr. TAYLOR, providing for a more safe and speedy collection of taxes in Pittsburgh.

Both Houses adjourned till Monday evening.

CHICAGO.

Relief and Aid.

CHICAGO, February 16—Mayor Medill publishes a letter in this morning's *Tribune*, which corrects the statement made yesterday by Alderman Davis, of Cincinnati, which implied that the Mayor had expressed a want of confidence in the management of the Chicago Relief and Aid Society. The Mayor says he differed with certain officers of that Society only in believing that the Cincinnati soup house should be continued. For the work of the Chicago Relief and Aid Society, the Mayor says he feels the highest respect and gratitude.

THE FIRE DEPARTMENT MUDDLE.

The muddle in the Chicago Fire Department is growing thicker and dirtier every day. The Chief of the Fire Department, Williams, having preferred charges against certain subordinates, and asking their removal, those subordinates, come forward and make charges against Williams, accusing him of drunkenness, disorderly conduct, receiving bribes, etc. There seems to be but one course left; and that is for the Fire Commissioners to completely disrupt the present department and reorganize it with entirely new material.

OPPOSED TO TEMPERANCE.

The Germans of this city held a meeting at Turner Hall in opposition to the recent temperance law, and to urge the Legislature to repeal it so far as beer and wine are concerned. A petition to the Legislature was adopted in accordance with the views of the meeting. An attempt was made to give a political character to the meeting, but it was voted down.

—A terrible accident occurred at Allison's mill, on Elk Horn Creek, about twelve miles north of Sterling, Ill., on Monday last. Large quantities of grain were stored in the upper part of the mill. On the day named the force of the high wind caused the timbers on which the grain rested to give way, and the entire lot precipitated to the floors below. Four persons were sitting by a stove, which was broken in fragments and set the mill on fire. Three escaped, but Dr. W. K. Palmer was caught by timbers in such a manner as to pin him fast, his head and neck being exposed and the rest of his body covered with wheat. In that position he was literally roasted alive. Every attempt was made by those present to save the doctor, but all proved unavailable.

—The Committee on Appropriations, of Congress, has finished the deficiency bill. It appropriates about $6,000,000.

THE CAPITAL.

Our Washington Letter.

Senator Davis Convalescing—The Weather To-day—New Secret Organization in the South.

WASHINGTON, February 16, 1872.

SENATOR DAVIS CONVALESCING.

Senator Garrett Davis was yesterday able to sit up. His physicians believe that he will be able to be out in a few days. It is improbable that he will resume his duties in the Senate this session. As soon as he becomes strong enough he will return to Kentucky by the advice of his physicians.

NEW SECRET ORGANIZATION.

The Attorney General this morning received from the District Attorney for the southern district of Mississippi a verbatim copy of the constitution and by-laws of a secret organization in operation in that district known as the "American Crusaders of '76, "which document was captured by said attorney.

COMPARATIVE COTTON STATEMENT.

The receipts for the week at all ports, 89,051 bales: corresponding week last year, 138,078; total since September 1st, 2,106,873; last year, 2,404,086. Exports for the week, 66,953; last year, 78,89s; since September 1st, 1,143,765; last year, 1,485,790. Stock, 601,624; last year, 713,466; at interior towns, 90,425, against 123,839 last year at Liverpool, 535,000, against 750,000 last year. American afloat for England, 203,000, against 291,000 last year.

THE WEATHER TO-DAY.

The lowest barometer in Kentucky will probably continue moving eastward during the night, turning to north-east Saturday morning; the winds veer to the north-east and south east on the Mobile and South Atlantic coast on Saturday morning; noth-east winds and snow continue on Saturday, and cloudy weather extend over the Mississippi Valley; a rising temperature and falling barometer advance eastward to Minnesota and Nebraska. Dangerous winds are not anticipated for Friday night on the Gulf and Atlantic coasts.

OUR WASHINGTON LETTER.

WASHINGTON, February 15, 1872.

WHAT SUMNER'S RESOLUTIONS REALLY AIM AT.

Senator Sumner has appeared in a new role. We believe in a Senatorial career of twenty years this is the first time that he has offered a formal investigation resolution, having hitherto allowed this sort of work to men of more ambition than ability. I am satisfied that these resolutions inquiring into the sale of arms during the late German French war were introduced for the sole purpose of inducing the Germans to believe that the Government sold arms to the French agents, knowing them, or having reason to know them, to be such. It is true, upon the face of them fraud is alleged, but the sole purpose is to operate upon the German vote. The Senatorial malcontents, having made no favorable impression upon the American public, have staked all their hopes of success upon detaching a sufficient number of German votes in the doubtful States to secure the success of the Democratic ticket.

It is so strange that Sumner should no longer appear as a friend, but as a bitter enemy, of the Republican party, that it will take some time for the country to recognize his position. His course upon the amnesty question is another illustration of this. He attached the civil rights bill, which a majority can pass at any time, to the general amnesty bill, which requires a two-thirds vote. If the Republicans should vote the amendment down, Sumner would have said, "You have amnesty for rebels, but injustice to the negro." But if the amendment was attached, general amnesty would fail. Now, it happens that general amnesty is the one sole plank of Schurz & Co., which distinguishes them from the Democrats, and the only pretext upon which he (Schurz) bolted the regular nomination. If, then, the Republican party were to pass a general amnesty bill, what would become of the pretext?

In my opinion, Congress had better pass both measures separately, which will do substantial justice to all classes and take the wind out of the sails of the disorganizers, while the guards being thrown around the operation of the provision of the civil rights bill, so as to work a substantial and practical, not a mere theoretical, reform in the treatment of colored citizens.

CATCHING GUDGEONS.

The malicious interest taken by leading Democrats in the attempt of Mr. Sumner to prejudice the Germans against the administration, through the sale of arms and ammunition to certain individuals, comes with rather bad grace from a party that openly and uniformly sympathized with France and denounced Prussia while the war lasted. This dodge is too thinly disguised for Americans, and it is rather insulting to the German intelligence to try to catch them as gudgeons with such well defined bait.

COSTLY FRAUD INVESTIGATION.

The *World* correspondent says: "Yesterday was a field day in Congress for overhauling the administration;" and so it was, for while Sumner was firing off his gun at the War Department in the Senate, Messrs. Beck, Morgan, Niblack and Cox, all Democrats, in the House made a direct charge against the Navy Department for selling vessel property and spending millions in violation of law which was received from these sales. The House unanimously pressed a resolution calling on the Navy Department for an explanation.

In the lamentable condition that the Democratic party finds itself in, without principles that it dares announce, and with no prospects of success by any movements of its own, it can only show its power in destructiveness. It, therefore, opens its campaign by charging all manner of short-comings on the part of the Republican administration, well knowing by its own experience that there must be some peccadilio in the workings of public office, and that accidents will happen in the best regulated families. The wilder the story the more necessary is it for Republicans to vote for investigation in order to present the immediate charge of confessed guilt. Thus the expenses of committees to investigate fraud bid fair to exceed the amount of all the frauds perpetrated under Republican administration, during the term of President Grant.

If, at the adjournment of Congress, it is found that these patriotic labors of the Democracy and its allies have employed Congress and spent the time and money of the public to the exclusion of important interests and a greater cost in actual cash than all the Government has lost, these gentlemen will find that they have not made the capital for which they have so industriously fished in the dark.

MISCELLANEOUS ITEMS.

Col. Johnson, son of Hon. Reverdy Johnson, who is now United States Marshal for the District of South Carolina, has been informed, through the Attorney General, that his resignation will be accepted by the President. It is said that his successor will probably be a son of Mr. Wallace, a member of the House of Representatives from that State, who is a native of South Carolina.

Senator Robinson, of South Carolina, yesterday evening received a telegram from State Senator Nash, dated Columbia, stating that the State Senate, by a vote of 11 to 5, indefinitely postponed the resolution requesting himself and Senator Sawyer to resign. These Senators, it will be remembered, voted against Senator Sumner's supplementary civil rights amendment to the amnesty bill.

PROPOSED STATUE OF GENERAL SCOTT.

The Committee on Public Buildings and Grounds, yesterday, discussed the subject of a statue of General Scott, to be placed in Scott Square in this city, and finally agreed to report a resolution to the House for the erection of such a statue.

The coinage at the U. S. Mint and branches has been reported to have been issued in strict conformity in weight and fineness with the standard established by law during the past year.

Secretary Robeson was before the Appropriation Committee yesterday and urged appropriations for ten iron war steamships. General Butler also asked an appropriation of $9,000 for a revision of the U. S. laws.

The President has sent instructions to secure the incitment of all persons implicated in bribery, corruption and perjury, recently exposed in New York by the Senate Investigating Committee. The general order system and cartage bureau, as established under prior administrations, will be promptly abolished and a new system adopted. AGATE.

SECOND EDITION.

FOUR O'CLOCK.

FOREIGN.

Treaty of Washington.

THE BRITISH CASE.

GREAT BRITAIN.

TREATY OF WASHINGTON.

LONDON, February 16.—In the House of Commons to-day Disraeli inquired whether any answer to Granville's note concerning the Alabama claims had been received. Gladstone replied that nothing official had been received by her Majesty's Government, but United States Minister Schenck thought the reply would reach London by the first of March. The case submitted to the Geneva board of arbitration by the counsel of Great Britain in regard to the Alabama claims has been laid before Parliament, and is published. The document is divided into ten parts.

Part 1st remarks that no definite or complete statement of the American claims has ever been furnished. The treaty of Washington and previous correspondence will supply, however, a general definition of the demands made by the United States. Rule 2 of article 6 of the treaty of Washington is quoted as follows: "A neutral government is bound not to permit or suffer either belligerent to make use of its ports or waters as a base of naval operations against the other, or for the purpose of renewal or augmentation of military supplies or arms or recruitment of men. This rule is interpreted as a probable supply of war waging vessels from neutral ports, but is not prohibitory of the sale of arms or munitions of war in the ordinary course of commerce. The claims submitted are for damages growing out of acts of vessels respecting which the United States allege that Great Britain failed in her international duty. The tribunal must determine the question of failure of duty. If it decides that there has been such failure, then it must award a gross sum of damages, or define the limit of liability for the guidance of the assessors of said damages. The circumstances of the sailing of the Alabama, Florida, Georgia and Shenandoah were materially dissimilar, but Great Britain maintains that in respect to none of them has she failed of her international obligations or rendered herself justly liable.

Part 2d gives a history of the civil war in the United States, showing that the course of England and the maratime powers was one of vigilant and scrupulous neutrality.

Part 3d makes a statement of international rights and duties, and of the laws of England bearing upon them, and of the faithful performance and execution thereof by Great Britain during the war. It also gives a detailed account of the action of Minister Adams and Earl Russell to prevent the departure of rebel cruisers.

Part 4th shows the limits of the powers possessed by the British Government to prevent such departures.

Parts 5th, 6th, 7th and 8th, respectively represent in detail the facts relative to the steamers Florida, Alabama, Georgia and Shenandoah.

Part 9th sets forth that the steamers Georgia and Shenadoah were never equipped for war in British dominions. Her Majesty's Government was only informed respecting these vessels after their departure. The Alabama and Florida even did not receive their armaments in British dominions. The peculiar circumstances of the Alabama's escape are recited, and England's vigilant endeavors to prevent her sailing, as well as America's failure in the attempt to capture her, are insisted on.

Part 10th contains the claims for damages under which Great Britain labors in meeting an unpresented case.

The document concludes as follows: While England regrets the departure of rebel cruisers from her ports, she cannot acknowledge the justice of the claims against her for pecuniary damages for their acts. The United States fail to solidly establish facts of England's negligence. England is ready to accept the award of the tribunal of arbitration, whether favorable or unfavorable. She desires only that it shall be just.

FRANCE.

THE GENEVA ARBITRATORS.

PARIS, February 16—Minister Washburne, accompanied by Count Remusat, Minister of Foreign Affairs, had an audience with Thiers to-day, and presented to his Excellency Messrs. Cushing, Evarts and Waite, the counsel of the United States before the Geneva Tribunal. Bancroft Davis was unable to be present on the occasion.

NEW YORK.

Smuggling Operations.

"Ringites" Interested in the Stokes Trial—Comparative Cotton Statement.

NEW YORK, February 16, 1872.

SMUGGLING OPERATIONS.

W. J. Pollock was arrested and held to bail in the sum of $20,000, for alleged smuggling operations in linen and jute goods for some time past. Large shipments of these goods have been received in this city, and suspicion being awakened by the low prices at which they were sold, an investigation resulted in the discovery of enormous frauds. The amount has not yet been definitely ascertained, but it is thought that it will reach many thousand dollars. The perpetration of the frauds was carried on by means of false brands and marks at the Custom House, whereby the identity of the goods was destroyed and the Custom House officials misled.

"RINGITES" INTERESTED.

The indicted "ringites" are greatly interested in the issue raised in the Stokes case as to the regularity of the Oyer and Terminer Grand Jury that indicted him. If Stokes succeeds in setting aside the indictment, it will establish a precedent for those indicted by the General Sessions "anti-Ring" Jury, as the impanneling of both were alike. On this account it is said John Graham, though battling for Stokes, is really seeking to save Tweed.

SUICIDE.

Edward Boyer, a well-known singer of this city, committed suicide yesterday. It is alleged that he committed the act from his sensitiveness as to certain matters concerning himself, of which he had heard.

TARIFF ON SILK.

A large number of silk manufacturers held a meeting in this city yesterday, at which they decided to petition Congress against a reduction of the tariff on silk.

NEW TRIAL DENIED.

The Supreme Court denies the application for a new trial in Foster, the car hook murderer. The case will be carried to the Court of Appeals.

AQUATIC.

Ellis Ward challenges any oarsman in the country for a thousand dollars a side in a single scull race for the championship of the United States.

LEGISLATIVE INQUIRY.

The Legislative inquiry into the charges against Judges Barnard and Cardoza, which begins to-day, will be conducted in secret.

ARRIVED.

The Cambria, from Hamburg, and the Russia and City of London, from Liverpool, have arrived.

COMMISSIONERS OF EMIGRATION.

Richard O'Gorman was re-elected President of the Commissioners of Emigration.

ADJOURNED.

Owing to the absence of jurors, the Stokes case was adjourned till Monday.

DIED.

Mrs. William Astor died yesterday.

—In the Charleston (Va.) Convention, on Thursday, the subject of taxation and finance was under discussion nearly all day. A complaint was made to the House of Delegates charging the public printer with overcharging the State and wrongdoing. The matter was referred to the Judiciary Committee. The Senate passed a bill requiring railroads in the State to erect station houses at the nearest points to towns of five hundred inhabitants or more.

CONGRESS.

Grant's Administration Endorsed.

Selling Arms to France—Chicago Relief Bill—Mr. Beck's Explanation—Parson Brownlow Answered.

WASHINGTON, Feb. 16, 1872.

SENATE.

BILLS, &C.

Mr. LOGAN presented a petition of heavy lumbermen of the Northwest in favor of the Chicago relief bill; also a resolution of the Illinois Legislature for twenty-five thousand copies of the case of the United States against Great Britain. Ordered printed.

Mr. COLE introduced a bill to restrict the killing of buffaloes on public lands.

EXTENDING TIME TO RAILWAY.

Mr. CARPENTER called up a bill to extend the time for the construction of a railroad from the River St. Croix to Lake Superior.

In response to an inquiry from Mr. Casserly, Mr. Carpenter said the bill was identical with the one passed last session.

Mr. MORRILL (Vt.) said that a grant of lands for this road was passed in 1856, and opposed the bill.

Mr. CASSERLY also opposed the bill.

Messrs. Carpenter, Conkling and Tipton advocated it.

CHICAGO RELIEF BILL.

Mr. SHERMAN, from the Committee on Finance, reported the House bill for the relief of Chicago sufferers, with an amendment striking out the section which provides for drawback on imported building materials and substituting therefor a provision that there shall be allowed and paid out of the United States Treasury, under such regulations as the Secretary of the Treasury may prescribe, to the owners of all materials actually used in buildings erected on the ground burned over by said fire, the sum of $400,000, provided application be made therefor within two years from the passage of this bill.

SELLING ARMS TO FRANCE.

Consideration of the resolution as to sales of arms to the French during the Franco Prussian war was resumed.

The debate was continued at great length, and was participated in by Messrs. Morton, Schurz, Edmunds, Sumner, Conkling and Wilson.

GRANT'S ADMINISTRATION ENDORSED.

Mr. MORTON, in concluding his remarks, said that the results of this administration were so magnificent that nothing was left to its enemies but to raise a prolonged howl of corruption. Before the meeting of Congress he had heard that this move was to blow Grant out of the Presidential field; but now the mine had been exploded, and instead of the President, it was the congressional ring that was blown up. He warned the Liberal Republicans against the delusive idea that they could organize a new party which would take in the Democracy. The contest was to be between the nominee of the Philadelphia convention and the nominee of the Democratic convention, and if any man hated General Grant so much as to vote for a third candidate he would be a party to the contest, he could contribute to that result in two ways: by going over to the Democrats, or by going to the Cincinnati Liberal Convention and putting a third party in the field. The Democrats were playing possum and preparing to profit by the quarrels of the Republicans. It was a shrewd game, but it could not succeed. The platform upon which the Republicans was substantially a Democratic platform, one on which even the Ku Klux at the South could stand. If it should trump in the next election, five million colored citizens at the South could not receive protection against their Ku Klux persecutors, the records of whose deeds would be laid before the country in the report of the investigation committee, read like so many pages torn from the chronicles of hell.

Mr. CONKLING moved to amend the resolution so as to direct the committee to inquire "whether any American Senator or other American citizen has been associated with the Government of France or any emissary or spy thereof, in reference to said matter."

Without voting, the Senate adjourned to Monday.

HOUSE.

PROTECTING HOME INDUSTRY.

A petition from shipwrights in Philadelphia was presented to repeal the duties on tea and coffee and for the protection of home industry.

PHOTOGRAPHIC EXHIBITION.

A bill was passed allowing photographic pictures at the exhibition of the National Photographic Association to be held at Cleveland, Ohio, in June next, to be imported free of duty.

INVITATION TO A FESTIVAL.

Mr. HAY presented an invitation from the American Sharpshooters' Association to the House to attend a festival at Highlands, Ills., in May next, and moved the appointment of a committee of five to attend.

Mr. BROOKS (New York) thought it against the dignity of the House to accept such invitations.

Mr. W. R. ROBERTS suggested that "Boomerang Cox" should be deputed.

Mr. HAY said the same thing had been done in 1860.

Mr. BROOKS withdrew his objection and the resolution was passed.

COUNTER EXPLANATION.

After some debate upon allowing Mr. Beck to have the floor for a personal explanation, he was accorded that privilege. He proceeded to vindicate himself at length against the attack made on him yesterday by Mr. Brownlow. He delivered a powerful invective against that Senator and the other Governors of Southern States. He said that they had put forward Brownlow to attack him because Brownlow was a cripple and imbecile; but that Bullock, Reed and Scott were not cripples. He was ready to back what he had said in the House or elsewhere.

Mr. Beck made a long speech, being often interrupted and called to order; but the Speaker permitted him to proceed, as he violated no parliamentary rules. He was listened to with the greatest interest and attention by the members of the House and crowded galleries. He spoke with great rapidity and force, and was warmly congratulated by his political friends when he concluded.

The House afterwards passed a large number of private bills, but did no public business, and adjourned at three o'clock.

The session to-morrow is for general debate only.

BRIEF TELEGRAMS.

—The Emperor and Empress of Brazil are now in Madrid, Spain.

—Prince Frederick Charles, of Prussia, has gone on a visit to Egypt.

—Walton & Otto's steam forge mill, at Locust Point, Md., was burned on Thursday night. Loss $20,000.

—Mrs. Horace Greeley has recovered from a supposed incurable complaint, and will soon return to America.

—It is announced that the Pope intends to denounce the Concordat so far as it relates to Alsace and Lorraine.

—The expenditures of the city and county of New York for the past eleven years amount to $669,789,271.

—Samuel Cooke, the oldest Calvinistic Baptist clergyman in New Hampshire, died at Concord, on Friday, aged 81.

—The New York city charter was ordered to a third reading in the Legislature at Albany, by a vote of 57 to 53.

—The widow of Admiral Farragut leads the Ladies' Association of New York to promote the health of the sick in hospitals.

—The Russian fleet was charged seventy dollars per day for wharfage in Brooklyn, when the legal fee is only twenty-six dollars.

—Buckhout, the murderer, was executed at White Plains, N. Y. yesterday. He betrayed no fear of death, and said he was content to die.

—Ira H. Bird, Grand Master of the Odd Fellows of the State of Ohio, aged fifty years, and a very prominent man, died at Cincinnati yesterday morning.

—John Rurk, a member of the "Old Defenders' Association," and for many years editor and proprietor of the Baltimore *Republican*, died on Thursday.

—A Jacksonville (Illinois) special to the St. Louis *Democrat* says that a fire at Murryville, twelve miles south of Jacksonville, on Thursday night, burned six buildings occupied as stores and shops. Loss ten thousand dollars; very little insurance.

—Charles England, a grinder in J. H. Manning's reaper works at Rockford, Ill., was caught in a revolving belt on Thursday evening and almost instantly killed.

—The text of Earl Granville's letter in regard to the Alabama question will reach this country by Monday or Tuesday next, when a reply will be submitted on Tuesday.

—The Ohio Woman's Suffrage Convention met again yesterday at Columbus. A resolution was adopted declaring that the object of the organization was for the purpose of securing suffrage to women.

—A Buffalo dispatch says that the lake fishermen are to hold a meeting in Detroit, Michigan, on the 27th, with a view to consider means to secure their right to fish on British soil, which is denied by the Treaty of Washington.

—Two freight trains on the Iron Mountain Railroad collided on Thursday night some ten miles from St. Louis. Eight cars and both locomotives were pretty badly wrecked; but it is stated that no person was injured. The cause of the accident has not been ascertained.

—A company has been organized at Cleveland for the purpose of organizing a large steel screw manufactory at once, which will cost $65,000, the contracts for which have been let. The manufactory will be known as the Union Steel Works, and will employ a force of from eight to nine hundred workmen.

—There was a lively time in the Ohio Legislature, yesterday, over the contested election case of Kemp *versus* Saylor. It was more like a ward meeting than anything else it can be compared with. Confusion was the rule, and order the exception. The case was at last decided in favor of Saylor, who was sworn in.

—Thomas G. Shearman, an Erie lawyer, in his address at Albany opposing the repeal of the Erie Directors' Classification Bill, makes charges against Attorney General Barlow, accusing him, among other things, with being interested as private counsel for the receivers, who seek the repeal of the bill. Matthew Hale, in advocating the passage of the bill, showed that while the Erie management have in the past trebled their capital, the income of the road has been almost wholly wiped out.

THE STATE.

A LITTLE school boy, in New Castle, who was sent to the principal with a note that "the bearer deserves a severe punishment," guessed its contents and gave it to another little boy whom he met in the entry. The little boy was foolish of course, but the master made him smart enough to avoid such mishaps in the future.

THE Mercer *Press* says: There was a rumor here on Wednesday that the Pacnan hands at Wheatland, owing to the increased price of iron, had demanded higher wages, and on this being refused, had struck. It was further reported that all tenants were immediately ejected, and that they had sent to Pittsburgh and Allegheny and intended "camping out."

ON Friday evening last, four young men left Brownsville about 6 o'clock to go to California, on the ice, at which place, they arrived in the Allegheny Valley Railroad depot about 8 o'clock, when just opposite Glasshouse, they skated to a place where the ice had been cut out, and three of them went in. It was only by almost superatural efforts, and the assistance of their more fortunate companion that they were rescued from their perilous situation.

THE Fayette Coke Works, Dawson Station, run 101 ovens and employ fifty hands. These works are under the immediate supervision of Messrs. Cochran and Thomas Cochran, the proprietors. Last month they turned out 144,000 bushels of coke.

The Jackson mines, on the Youghiogheny, superintended by Mr. John Cochran, run fifty ovens with forty hands, and last month turned out eighty five thousand bushels of coke, besides shipping an immense amount of raw coal.

THE railroad from Harrisville down Bear Creek to Parker's Landing is likely to be made. Liberal sums are being subscribed. One Pittsburgh man, who owns a large amount of land on Bear Creek and Slipperyrock, through which the road must pass, offers to grant the right of way through his lands, and to subscribe liberally for the purpose of building the road. Others manifest an equally liberal spirit, and there is every appearance of the road being built at an early day.

AT a meeting of the Mercer Farmers' Club last week two important resolutions were discussed and passed, first, "resolved that we the Farmers' Club of Mercer county ask of our Senators and Representatives at Harrisburg the passage of a law, prohibiting the running at large of cattle, horses, mules, sheep or hogs in the county of Mercer." The second was originally a severe taxation on dogs, but it was finally amended and passed as a request to have a law passed authorizing a tax of seventy-five cents on every dog.

THE Butler *American* says: Since the successful sinking of the Shaffer and the McQuistion coal shafts, the mania for coal shafts appear to be increasing; and we learned by our latest advices of the country, be sunk, all of which are south of town; and of these four, work on two has already commenced, the one on the old Glace farm and the one on the old Price farm. Of the other two the Messrs. Lieblers have one in contemplation, and Mr. Boyd the other. The two already commenced will prove no doubt successful. The shown a spirit of enterprise in our coal men worthy of admiration, and the time is not far distant when our immense coal fields will be fully developed.

AMONG THE CHURCHES.

Personal and Otherwise.

REV. VAN DEMARK's subject for to-morrow evening, "Christ Hafter."

REV. J. J. BEACOM, of the Presbytery of Pittsburgh, has declined the call to the church of Rehoboth, Presbytery of Redstone.

OVER five hundred accessions to the church membership have thus far been the result of the recent revivals in the M. E. Church in this vicinity.

THE next session of the Pittsburgh Annual Conference of the African M. E. Church will be largely represented here, will be held at Meadville.

REV. L. M. GARDNER will deliver a sermon to young men to-morrow evening in the Liberty Street M. E. Church under auspices of the Young Men's Christian Association.

REV. J. F. MORGAN will preach under the auspicess of the Eleventh Ward Mission in the hall of the Eleventh ward public school house on Granville street to-morrow evening.

REV. R. ARTHUR, a missionary from the Presbyterian church, who left Pittsburgh for Siam, and writes to his friends that the field is promising.

A FRAME TENEMENT house in East Liberty, in the vicinity of the Junction Exchange, was destroyed by fire yesterday morning at eight o'clock. It was occupied by a colored family who subsequent investigation revealed the disagreement to be on the question of dining—eleven for and one against. The eleven finally conquered, and the repast was ordered up, while despair settled upon the faithful watchers who had lingered around in hope of being in at the end. The hour of adjournment arrived with

PROSPECTS NO BRIGHTER

for a verdict. And then the patience of Ilis Honor succumbed and court adjourned.

JOHNSON'S FRIENDS UNEASY.

At four o'clock the pressure became more intense upon the interested parties, and caused an appearance of a delegation of Johnson's friends before Prothonotary Ross, where they expressed anxiety to "make a motion for a new trial." The bland official blew his nose upon all applicants and after motion in an extended explanation made them aware of his want of jurisdiction in such a matter. They next desired to enter bail for their friend in the event of his being unfortunate in the suit and insisted upon having the bail "fixed" until the official suggested that their counsel should first be consulted—an idea which they proceeded to act upon forthwith—and returned no more.

THE HOURS PASSING.

Three, four, five, six and seven o'clock passed, and yet no return from those stubborn jurors. The considerate tipstaff seeing they were in for a night of it generously provided them with the best quarters about the Court House—the transfer being made about half past seven o'clock, and being the signal for a renewal of the excitement among the few faithful watchers, who still remained on duty. It was a false alarm, but a more cruel disappointment awaited them when a messenger wisely rushed from the locality in which the jurors had found quarters and disappeared apparently intent on some important mission—"Going for the Judge," whispered the verdant, all expectancy again; but when the messenger returned in a few minutes, placid as a summer zephyr, bearing with him a supply of Havanas, their disgust reached the climax, and they incontinently disappeared.

THE LATEST BULLETIN

from the jury room—11½ o'clock last night—reports all quiet and sleeping, with no conclusion reached. There was whispers of a lively discussion in the earlier part of the evening, which resulted in nothing but an agreement to disagree; and so stands the case from latest returns.

SAVANNAH, February 16.—Cotton is in good demand and holders firm; middlings 21¾c; net receipts 903 bales; exports to Continent 40 bales; coastwise 520 bales; sales 1,000 bales; stock 7,567 bales; net receipts for the week 8,853 bales; exports to Great Britain 4,289 bales; to Continent 2,040 bales; to France 947 bales; coastwise 8,855 bales; sales for the week 7,000 bales.

VANKIRK VS. JOHNSON.

Before the Jury.

The Last Appeal—Mr. White's Address—The Charge of the Court—Waiting for the Verdict—A Night in Jury Room—Who Shall Win.

It would have given us infinite pleasure to have gratified our readers this morning by laying before them, as they enjoy their matutinal repast, the final result of the interesting litigation which for the past five days has engaged the attention of the District Court. But the fates which being interpreted in this instance is the jury—the fates were against us, and thus are we prevented from recording the closing scene in the Vankirk-Johnson heart tragedy, and must fain be content with narrating only.

THE RESULTS OF YESTERDAY.

When the Court opened at ten o'clock in the morning, His Honor looked upon a company just as large and just as interested as any that had previously during the trial greeted his vision, but there was a notable difference in the demeanor of the spectators, apparent in the subdued manner in which they conducted all conversation, and the evident effort to conform to the most exacting of Court rules, all possibly due to the stern rebuke which had been received on the previous afternoon.

All the parties interested were in attendance, and in addition, either side was supported by a few recruits as though the final ordeal required the support and sympathy of new friends.

Mr. White for the plaintiff began his

CLOSING ARGUMENT

Promptly at the hour, and continued speaking for about two hours—making what was pronounced one of the ablest efforts of his legal career. He reviewed the testimony at length, in review in which, with our limited space it would be impossible to follow him. In substance he contended that the jury must decide: First—Was there a contract of marriage? Second—Did these parties agree upon the 28th? Third—Had he any good excuse for not complying with the contract.

THE OLD LADY NOT OPPOSED.

He scouted utterly the idea that the old lady had anything to do with opposing the marriage, else why was her evidence on that point not produced? If the statements of this second cousin and distant relative were so hostile, they could easily have been proven by her own testimony in Court. He found no evidence that she was not opposed to it at all, but that the interference came from other quarters, and that Johnson had not the mental calibre to back up his own opinion.

The gentleman continued to develop his theory with great elaboration and with effect, closing just as the clock on the wall announced the hour of twelve.

CHARGE OF THE COURT.

Mr. White having concluded, the Court charged the jury as follows:

"Gentlemen of the Jury—This is an action brought by the plaintiff against the defendant to recover damages for an alleged breach of promise of marriage.

The plaintiff alleges, and has offered evidence tending to prove, that in the fall of 1870 the defendant proposed to marry her, and that after taking time to consider the subject, she accepted of his proposition, and during the latter part of the winter the 28th of February, 1871, was agreed upon as the time when the marriage should take place; that all due preparations were made on her part, and that she was ready and willing to perform her part of the contract, but the defendant did not appear, nor render any reason for the non-performance of the contract by him.

THE DEFENDANTS ALLEGATIONS.

The defendant alleges that the contract of marriage with the plaintiff was not absolute and unqualified on his part, but conditional. That he has an aged mother who lives with him, and that it was expressly agreed between him and the plaintiff at the time the marriage contract was entered into, that it should only be sealed and solemnized if his mother should give her consent, and not otherwise, and that she not only utterly and positively refused to give her consent but opposed the marriage, and thereupon the contract was never consummated, and he is not liable in this action.

WAS THE CONTRACT ABSOLUTE?

The first question that arises in this case is, whether or not was it an absolute and unconditional contract of marriage between the parties, which was to be consummated on the 28th of February, 1871, and this is purely a question of fact for your determination. If you find from the evidence that such a contract was entered into between them, and that the plaintiff was ready and willing, and offered to perform on her part, and the defendant on the day fixed, and that the defendant refused to do so on his part, without any just cause, then your verdict will be for the plaintiff. But if you find that the contract was not absolute, and not to be binding on either of the parties without the consent of his mother, and that she had not only refused to give her consent, but objected to the marriage, then your verdict will be for the defendant.

THE QUESTION OF DAMAGES.

If you should find for the plaintiff on the ground that the contract was absolute and unconditional, you will then consider the question of damages, which the plaintiff will be entitled to receive. The contract of marriage is regarded by the law as a civil contract, and the party who violates the same is liable for such damages as a jury, in the exercise of their sound discretion, may find the opposite party has sustained. The court cannot, because the law does not lay down any definite rule, by which the amount of damages the jury shall give. You must be governed entirely by the evidence in the cause. We need not say to you that neither passion, nor prejudice, nor sympathy ought to have any influence whatever in determining this question. You will take a cautious and dispassionate view of all the surroundings of each of the parties—their situation, position in society—and all the facts connected with this contract and its breach, and the reasons and motives which governed the defendant.

MATERIAL OPPOSITION OF NO AVAIL.

If the contract was absolute, as we have stated, then the mother's objections will not excuse its breach by the defendant. He had a perfect right to enter into such an engagement without her consent, and her opposition cannot excuse him for his breach. The only influence it can rightfully have, is in mitigation of damages. If you should believe from the evidence that the opposition of his aged mother, now nearly eighty years old, whose home is with the defendant, induced him to violate his engagement, while, as we have said, it will not excuse his conduct, it may be taken into consideration as tending to mitigate the damages which you might feel disposed to give if the conduct had been influenced by wilful heartlessness and want of proper feelings and principles. In ordinary cases the law allows only such damages as will compensate the party for the injury he or she has actually sustained,—that is, such damages as will make the injured party wh

DAILY GAZETTE.

OFFICIAL PAPER
Of Pittsburgh, Allegheny City and Allegheny County.

GAZETTE BUILDING:
Corner of Sixth Avenue and Smithfield Street.

SATURDAY, FEB. 17, 1872.

☞ HEADQUARTERS REPUBLICAN STATE CENTRAL COMMITTEE OF PENNSYLVANIA.

PHILADELPHIA, February 5, 1872.

In pursuance of the resolution of the REPUBLICAN STATE CENTRAL COMMITTEE, adopted at Harrisburg Jan. 18, 1872, a REPUBLICAN STATE CONVENTION, composed of Delegates from each Senatorial and Representative District in the number to which such District is entitled in the Legislature, will meet in the Hall of the House of Representatives, at Harrisburg, at 12 o'clock, noon, on WEDNESDAY, the 10th day of April, A. D., 1872, to nominate candidates for Governor, Judge of the Supreme Court, Auditor General (should the Legislature provide for the choice of one by the people), and an Electoral Ticket; and also to elect Senatorial and Representative Delegates to represent this State in the REPUBLICAN NATIONAL CONVENTION, to be held in Philadelphia, June 5, 1872.

RUSSELL ERRETT, Chairman.

WM. ELLIOTT,
D. P. HOUSTON,
EZRA LUKENS,
P. M. LYTLE, } Secretaries.

BONDS at Frankfort 95¾.

PETROLEUM at Antwerp 44½f.

GOLD closed in New York on yesterday at 110¼@110¾.

A DESPATCH from Washington states that the President has ordered the prosecution of parties implicated in any way in dishonest practices about the Custom House in New York.

A SPECIAL dispatch to Forney's *Press* regarding the Philadelphia collectorship, states that there are quite a number of applicants for the place, but that the chances are much in favor of the appointment of Hon. Morton McMichael, editor of the *North American*, and one of the very best and ablest men in Philadelphia.

THE impediment to travel by snow on the Union Pacific Railroad has been unusually provoking this season, and develops the fact that the route will never be in operation continuously through the winter. It is thought that the present embargo may continue even so long as the middle of April, thus entailing great pecuniary loss to the company and inconvenience to shippers and travelers.

THE following significant words taken from an editorial in the *Press*, are supposed to be from the pen of Col. Forney, and indicate his belief that all reforms must come through the dominant party:

"Hence the flag of Reform must not be confided to the enemies of the Republican party. If Grant is to be re-nominated and re-elected it must be by the Republicans. Pennsylvania should take the lead in the good work."

IS IT NOT about time that Mr. Delamater, of our State Senate, should effect some honorable arrangement with Mr. Knight whereby his tongue may be loosened so that he can act as a Republican by participating in the strict party votes taken in that body? It was all well enough for him to pair off with the sick Senator, but it is not right or fair to the party that he should remain tied until Senator Knight convalesces or dies, especially as every vote is so much needed at this particular time.

CAN our dear cousin of the GAZETTE any longer be in doubt as to the future movement of Brigham, Forney and McClure? Just think of it—"only waiting for the word." Mischief is afoot, and we would advise the "oldest" to keep a close eye upon the delegates to the Philadelphia Convention from this State. It has been determined upon to settle Mr. Grant's hash, which would be bad for the "organ."—*Post.*

If "Mr. Grant," as the "only" calls him, wished to carry Allegheny county by "ten thousand majority," he could not ask a greater favor of Brigham, than to oppose him with all his might. We speak in the light of experience.

WE HAVE already published two tributes to the virtues and memory of the late Hon. Joseph Buffington; one written by General A. Blakely, the other by Hon. Samuel Purviance. To-day we add a third by Josiah Copley, Esq., now residing in Kansas, but a former intimate and attached associate and friend of the lamented Buffington. These are all spontaneous and heartfelt offerings, prompted in each case by a sense of the eminent abilities and rare virtues of the subject. Such stories are worthy of being thrice told, and we trust will make a three-fold impression on all who read them, of the value of such a living record, and such a posthumous fame as that of Joseph Buffington.

THE EDITOR of the *Post* is a rare bird, to say the least of him. He publishes two extracts from our columns, side by side, and adds,

We shall not undertake to say when the "organ" was right, but it shot wide of the mark on one or the other occasion. Will it have the kindness to tell us on which it was? or does it still insist that it told the "immortal truth" on both occasions?

We undoubtedly do insist upon that very thing, and furthermore, we will wager a big apple that besides himself, the *Post* man will not find an individual in this community who can detect any contradiction in the extracts. The "responsible" has evidently not returned from friend Schoyer's wedding.

THE Lawrence, Kansas, *Tribune* is particularly well gratified with the Presidential outlook in that State, and enthusiastically affirms that "there is no more chance for opposition to Grant in Kansas than there is to overthrow Republican [illegible] and establish a monarchy. The [illegible] believe in him, and love him for [illegible] qualities as a hero and a [illegible] around. Every day the [illegible] apparent that President [illegible] nomination by acclam[illegible] over the heads of th[illegible] gogues who have consp[illegible] about his defeat, will be full evidence that the people can appreciate a faithful and honest public officer.

SENATOR WILSON, of Massachusetts, announces himself as a candidate for the Republican nomination for Vice President. The country contains few, if any, public men more worthy the high office, and none who would carry more solid wisdom, experience, dignity and ability into the discharge of the duties pertaining to the position. Thus far he is, next to Mr. Colfax, the very strongest candidate named, and were the present Vice President out of the field, the nomination would in all probability fall to him. Unless Mr. Colfax withdraws or refuses to permit the use of his name for renomination, we feel assured that the ticket for 1872 will read as it did in 1868—Grant and Colfax. It is peculiarly gratifying that while the Democracy are in their usual dilemma to find available candidates for President and Vice President, the Republican party has no lack of good and acceptable material out of which to make standard bearers.

In reply to our remarks on the fact that every "Democratic free trader in Congress voted against the repeal of the tax on tea and coffee," the *Post* says:

But our contemporary very conveniently forgets to state that the tax on tea and coffee goes directly into the Treasury, whereas the tax on iron, cotton manufactories, &c., does not go into the Treasury, but into the pockets of the manufacturer. Now, would it not be better to retain a tax on foreign articles, all of which would go into the Treasury and help pay off the public debt, rather than upon those articles which pay nothing into the Treasury but all into the pockets of rich capitalists?

It is news to us that the duties or "tax on iron," "do not go into the Treasury, but into the pockets of the manufacturer." Make a note of the admission, the *Post* in common with its party, *is opposed to the repeal of the tax on tea and coffee, and in favor of the repeal of the duty on iron, cotton, manufactured goods* and other articles of foreign competition. We are right glad to find our cotemporary honest and outspoken for once, and hereafter shall class it among our free-trade exchanges. We call the attention of our workingmen and manufacturers to the above position of the *Post*, the representative of Democracy in this city and county.

TARIFF FOR CANADA.

We have taken great interest in the developing sentiment, on the subject of protection to home labor, across our northern border. The journals of the new Dominion, no less loudly than those of the "old Dominion" lying south of Pennsylvania, are advocating with all their force the adoption of the system which has made us a powerful nation by developing our mines, and building up extensive manufacturing towns, cities and States, which in turn, have made large home markets for the farm products of the country. Our Canadian cousins begin to find from their census reports, that their population is decreasing, their skilled workmen are deserting their homes, and their commercial and manufacturing affairs are fast sinking into hopeless decay. They look "across the line," and witness the prosperity of the United States, and wisely attribute it to the fact, that here, Great Britain is not permitted to undersell and ruin our manufacturers, as is the case there.

We print below the opinions of the Montreal *Daily News*, on the subject of a protective tariff. The writer speaks from an *actual experience under free trade*, and has witnessed the "stagnation and torpor of industrial life," which exists throughout the Province. He bewails the necessity that drives the "native born" from home "to seek a living in New England factories." Some time ago we had the argument pitched at us, that in Canada, one could buy a coat for less than half what the same article would cost in the United States. Granted. But we again submit to any honest working man, of what avail would it be, that one could buy his coat there for less money than here, when his hands were idle for want of work, and his children were without bread? The *News* says:

There is a general desire on the part of the educated classes in this province to escape from sterile discussions about political abstractions, and turn their attention to practical reforms. The census returns startled those who indulged *in dreams* about our increase in population and wealth, and the cry that comes to us from our *native born*, who have been *driven from home by sheer necessity to seek a living* in New England factories, has roused inquiry into the nature of those causes which *force our youth to migrate to the United States*. Half the acrimony and bitterness of our electoral conflicts arises from the despair felt at the *stagnation* and *torpor of industrial life*. It is for that we cannot cope with the evil unless we be invested with the attributes claimed by Austria, "Freedom of commercial legislation and the right to impose differential duties." *It would be affectation to deny that such ideas are spreading rapidly throughout this Province.* They are assuming a *national character*, and must materially affect the Commons elections. We are all agreed as to the *necessity* of *fostering native industries*, so *essential to our prosperity* and *political status.*

And, again:

"We have no faith in annexation as a cure for our evils, and we believe we can work out our destiny without linking our fate to the United States. But short of a political marriage, we are ready to advance with the national party when they claim commercial freedom. Let us be invested with that attribute of national life which pre-supposes the right to legislate commercially, so that we shall be free to impose or relax duties with the *special object of protecting home industry, and enabling us to negotiate commercial treaties with the United States.*"

* * * * * * *

"Why does torpor hover over our rural districts? Because our youths are lured away by high wages, and those who remain, suffer from the reaction. Labor is twice as costly in the Quebec district as it was ten years since, yet the prices of farm produce have not advanced in a corresponding ratio. Why was pork sold in Quebec this winter at prices which did not remunerate the farmers? Why are farmers forced to pay double the rates to farm hands common, five years back?"

Thus we see that owing to the blighting policy of free trade, the skilled labor of the country must hunt work elsewhere, whilst the farmer, whose products decline in value, is obliged to pay higher for his labor, owing to the scarcity of help. Can it be possible that these matters are not fully understood, that men have eyes, yet see not?

PERSONAL.

The *Freiheits Freund* boasts that it was the first among the German-American newspapers to sound the alarm in regard to the sale of arms by the United States, during the progress of the Franco-German war. When we consider the nature of the transaction, the character of the alarm and the apparently satisfactory explanation of the whole affair we hardly feel warranted in offering our congratulations to our neighbor on the pre-eminence claimed by it. Nor, much as we may venerate *Gaius* and other Roman lawyers, can we see just what Roman law has to do with questions in this country where the English common law is the basis of legislation. It is very well for a gentleman to be familiar with the Roman law, but for all practical American purposes it is merely ornamental. Our neighbor moreover, besides quoting Latin and Greek mottoes, does us a manifest injustice when it says: "In the English press of this city the *Commercial* was the only one which did not greet the German pretensions with sarcastic contempt." On the contrary we debated the question with as much earnestness as its gravity demanded, we frequently had serious articles upon the subject, and in October, 1870, devoted nearly a column of our editorial space to an argument which in our opinion con[illegible]ed that the accusations of *Freund* and [illegible] contemporaries against other things.

"Our government has not opened arsenals to French agents. Our Government has sold certain arms that were in its arsenals. It has done no more, no less, and it has sold them with entire and utter disregard of either sympathy or dislike for either the Prussian or the French forces. This the cause of offense. For this sale of arms at this time, while no human being is insane enough to advance the opinion that our Government sympathizes with France, may ultimately supply the French with weapons to turn against the lives of German soldiers. It is not the act itself, therefore, but what may illegally result from the act that is condemned by the German press. We say *illegally* result. In no other way can those guns be turned against the soldiers of either France or Prussia. The moment they leave our shores for such a purpose, the moment they are loaded into vessels for such a purpose, that moment the Government enforces its neutrality. Nor is it any argument to say that some vessel may escape, some arms reach France. That is not an argument directed towards the act of the Government for selling arms and ammunition, but an argument against the illegal and criminal violation of a public proclamation of this Government. We think the distinction between the two acts, that of the Government in selling arms within the Union to whosoever may choose to buy, and the act of the criminals taking advantage of this sale, and endeavoring to violate a law by carrying those arms to France and Germany, is perfectly plain to an unprejudiced and fair-minded man."

We do not understand why the *Freiheits Freund* should ignore that article and others of a similar tone, none of which we believe escaped its notice at the time of their appearance. We believe that the GAZETTE has never spoken or thought with contempt of Germans or German ideas; we know that it has endeavored to look upon German questions, as upon others, with cool impartiality, and we also know that the *Freiheits Freund*, itself, at one time during the Franco-German war, complimented the GAZETTE upon its fair views of Germany and things German. We feel that our course in regard to all German questions has been fair and liberal, and can with sincerity quote from a former editorial of ours:

"The German element of this country should not, therefore, be led astray by conclusions drawn from incorrect premises. We earnestly urge that a calmer and more enlarged view may be taken of all the facts, and that efforts to arouse vindictiveness against an administration that is in power through the efforts of a party which has from the very first advocated German success, may be at once abandoned. We are sure no good can come of it, as we are equally sure it is unjust."

RELIGIOUS INTELLIGENCE.

The *Christian Union* contains an editorial, "Calvinist or Evangelical," in which broad Catholic views are presented in favor of a more fraternal feeling among Evangelical Christians. It thinks the tendency among Congregationalists to give up Calvinism, as a basis of their fellowship, indicates a desire to form a part of Christ's Universal Church, and that the issue between Calvinism and Arminianism has ceased to have any commanding interest for the world at large, or for the religious world. This spirit of toleration, or modification of intense feeling, was seen in the action of the great Presbyterian Church, when it refused to be longer divided by the difference between Old and New School theology. It counsels Congregationalists to go a step farther and give up the old watchwords of Calvinism against Arminianism, and it will be another great gain to our common Christianity.

Rev. Father McGlynn, of St. Stephens' Catholic church, New York city, on the reception into the Roman Catholic Church of Rev. Mr. Bradley, an Episcopal minister, according to the N. Y. *Tribune* stated a man of another faith who had followed his best light, he would obtain eternal happiness. Entertaining such views, Father McGlynn was not inclined to urge those who would not conscientiously do so, to join the Catholic Church, though he thought all men would finally acknowledge its supremacy. This liberal and wise view is in harmony with the utterances of Dr. Goss, the Catholic Bishop of Liverpool, who is reported to have said: "Though they reject the ordinance of the Catholic Church, yet if they are sincere in their belief, and follow the light as far as God has given it to them, I believe the Almighty will have regard to their sincerity of belief, and that if they have a real and true sorrow for sin, it will suffice for their salvation." And, again, "Many, even without the aid of the sacraments of the Catholic Church, will be saved."

The first Congregational Conference of ministers in Texas was held not long since, consisting of five ministers.

A correspondent of the *Presbyterian* claims, though the Presbyterian General Assembly does not authorize, periodical elections of elders and deacons, yet, if churches prefer that plan and are satisfied that the *Form of Government* does not forbid it, they should be allowed to practice what they think for edification, and in accordance with all the principles of Presbyterian Republicanism.

The Sunday-school connected with the Fifth Baptist church of Philadelphia is the largest of that body in that city, numbering over eleven hundred scholars. There were added from it to church membership during the past year ninety-two by baptisms.

The editor of the Nashville *Advocate* (Southern Methodist) argues at great length that he can demonstrate the apostolic or Divine origin of infant baptism and church membership, and also affirms that children were initiated into the Church by baptism in every age succeeding the patristic, and authentic history does not furnish a case of defection from primitive usages until the Anti-Baptists arose in the fifteenth century.

The arraignment of Rev. Theodore L. Cuyler, of Brooklyn by the Presbytery, for allowing a Quaker woman to occupy his pulpit, was not a success by his accusers. After the case was discussed and facts confessed, the difficult question arose, "What are you going to do about it?" and upon this the wisdom of the presbytery was not a little "put about." Instead of acting decidedly in the case on hand, the rules and practices of the Presbyterian Church against woman's preaching were simply restated.

From the reports presented at the Fifth anniversary of the Freedmen's Aid Society of the Methodist Episcopal Church, at Brooklyn, N. Y., last week, the contributions from all sources, make an aggregate of fifty-two thousand five hundred dollars. The Society is doing a grand work in the South for Christianity and Education.

The following appears in the *Liberal Christian*, a leading Unitarian paper: "The doctrine of the Trinity is not a mystery, but a humbug. Men who believe what they know is not true to please the Lord, expect the Lord to make it up to them by letting them do what they know is not right."

The proposed Roman Catholic mission to the freedmen of this country, is stirring up the Protestant denominations in the South, to increased activity among the colored people.

Reference was made last week to an able paper on "Married and Celebate Deaconesses" in the *Churchman*, since which we learn that Rev. H. C. Potter, D. D., has in press a work on Sisterhoods and Deaconesses, which will give their rise and progress in the United States, together with much general information on the subject.

According to the *Western Catholic*, the great want of the Catholic Church is the proper training of children. It says: "The lack of a living, intelligent faith can be seen in every young face we meet on the street, and, sad to say, the majority of them are the children of Catholic parents."

Recent statistics show there are fifty-nine thousand three hundred Baptists in Pennsylvania. This is a gain of twenty-two hundred and eighteen since the last report.

The strong plea of *Zion's Herald* for a complete union of all the Methodist branches, and become one united Church, is answered by the *Standard of the Cross*, Episcopalian, that it will never be satisfied until all the reunited Methodists are back again under *our* still older roof-tree.

JUDGE BUFFINGTON.

NEAR PERRY, Kansas, Feb. 12, 1872.

EDITORS GAZETTE—*Gentlemen:* In a late number of the GAZETTE I saw a sketch of the life and character of a much esteemed old friend, HON. JOSEPH BUFFINGTON, of Kittanning, who was for many years President Judge of the Tenth Judicial District.

My intimacy with that gentleman began in Butler, where he was at once a law student in the office of General William Ayres, and co-editor and proprietor of the Butler *Sentinel*, his partner being Mr. William Stewart, a practical printer, which Mr. Buffington was not, and continued with unabated harmony for nearly half a century. The *Sentinel* was, for that day, an able and well printed journal, and exerted a wide and wholesome influence. Both the editors, although quite young, were able men. Mr. Stewart excelled in the vigorous and practical; Mr. Buffington, with the fresh classic lore which he brought from the Western University, then under the strong ruling hand of Doctor Bruce, gave to the *Sentinel* a more elevated tone than is usually found in country papers. Both were men of pure character and lofty aims; and after the partnership terminated—and it did not last over two years—the career of both was eminently honorable and successful.

I went into the establishment as a journeyman printer, and represented Mr. Buffington at the case and the press, while Mr. Stewart represented himself. All being about one age, and congenial in temper and disposition, and all in a humble way ambitious, we formed a happy and mutually improving triumvirate. Buffington excelled in scholarship, Stewart in directness and point, and whether your humble servant excelled in anything it is not for him to say. Judge Thompson, of the Supreme Court, also a printer, was then a journeyman in the other office in Butler, but socially he was more at home amsng us. He was then, as he is yet, a fellow of inexhaustible humor, and withal had great ambition to excell in everything, especially in the cultivation of his literary and elocutionary powers. How he succeeded, his position, and the ability with which he discharges its important duties, bear witness. Samuel Purviance, of Pittsburgh, although yet a boy, belonged to our coterie; and never did I see one so young battling so earnestly and successfully with rather adverse circumstances. His has been an eminent success. In this connection I might mention Moses Sullivan, who subsequently won for himself an enviable reputation for his ability and usefulness in the State Senate. He was somewhat older than any of us, but was reckoned as in our social fraternity as our friend and mentor. Very useful was he to us younger men. He died many years ago. To this day I have not lost the impulse I received in that period of about half a year that I lived and labored in Butler. My companions in labor, in social life, and in associations for mutual improvement were all eminently successful in after life; but none of them made a nobler or more honorable record than Joseph Buffington.

While I was still in Butler Mr. Buffington married Miss Catharine Mechling, daughter of Jacob Mechling, Esq., of Butler, a lady whose acquaintance I made while I was a boy and she was a little girl. Soon afterwards he and I both removed to Kittanning, he to practice law, and I to print and publish the Kittanning *Gazette*, which was established by myself and partner, Mr. John Croll. This was in 1825; and although no pecuniary profit came out of the enterprise, I never regretted that step. Had I been able to support General Jackson, it may be that I should have been more successful. My excellent friend, Buffington, who went to Kittanning nearly as poor as I was myself, began to prosper at once, for he was a good lawyer, and attended assiduously to his business. He was kind and courteous, and everybody of any discernment could see in a moment that he was an honest man. Our relations one to the other remained close and grew more and more deep and cordial. To me, indeed, he always seemed more like a brother than anything else.

I think it was in 1844 that he was first elected to Congress. He served two terms. At all events, he was there when the Mexican war broke out. Upon his return from that session he and I had a long talk about the state of the country and the war. It will be remembered that the bill to supply and strengthen our troops under General Taylor, began with a preamble declaring that "War exists by the act of Mexico." This Mr. Buffington regarded as a lie; and never have I known a man who had a deeper abhorrence of a lie than he. "And you endorsed that lie by your vote, Buffington," said I; for really I felt then that if I had been in Congress I should have voted with John Quincy Adams and some twenty others in the negative. "What could we do?" said he. "There were our poor fellows on the Rio Grande without provisions and liable to be cut to pieces. We implored the friends of the administration to allow us to take separate votes on the preamble and the body of the bill, but they would not; so we were compelled to endorse that lie to save our little army." When I saw the pain and disgust which the recollection gave him, I felt that he was right, and told him so, and in my heart I honored him for having made what to him was a terrible sacrifice upon the altar of patriotism and humanity.

It was not long after that that he became Judge of the 10th Judicial district, composed of Westmoreland, Armstrong and Indiana counties, as stated in the article in the GAZETTE mentioned in the beginning of this. He was a good judge, and had the confidence of the people in a remarkable measure. Although a most decided Whig and Republican, he carefully abstained from the strifes of party during his occupancy of that exalted position. All his anxiety was to do right, and more than once I have known him to be painfully solicitous to discover what was right in some intricate cases. I think few Judges in Pennsylvania were more fortunate than he in that all important particular.

In his domestic and social relations he was a model. In his house a guest felt thoroughly at home; and as his conversational powers were of a high order, and spiced with a chastened but natural facetiousness, no one who ever enjoyed his hospitality or society would be likely to forget it. In the church and Sunday School he was devout and earnest, and I believe it was a sense of the Divine Presence more than anything else, which gave him such an anxious desire to be ever right. He had but one child, a daughter, who died at the age of about two years, more than forty years ago.

JOSIAH COPLEY.

ALLEGHENY TAXATION.

EDITORS GAZETTE.—The following table of the rates of taxation that have been levied upon the real estate in Allegheny City, in the last thirteen years, will, perhaps, be interesting to some of your readers. It applies to a particular ward; the rates, however, are the same in all the wards, with the exception of school rates—which vary slightly in different wards—and the public park taxes.

The latter is a special tax, and varies with the proximity of property to the park improvements, and in their assessment, will, in individual cases, often be found to be greater than is here stated.

It will be observed that our taxes are steadily on the increase, and are now nearly double what they were thirteen years ago; and that we balance up more nicely on the poor tax than we do on any other rate.

The City Fathers appear to guard our interests well in that particular, at least—they don't allow our *charities* to increase!

In the particular ward alluded to, the total of the war tax, spread over eight years, amounted to just 71 mills, or about twice the *peace* taxation in each of those years.

Total War Taxes	Soldier's Relief	County Bounty	Ward Bounty	Total	Sewers	Improvement	Tapping	Work Houses	School Building	City School	State	County	Poor	Total Taxes	
				39						8½	6	8	8	30½	Mills.
				33¾						10	5	10	8¼	33¼	Mills.
				28½						10	5	10	3½	28½	Mills.
				25						10	5	10	0	25	Mills.
1			1	22						10	5	10	1	26	Mills.
10	8		18	28					1½	10	5	10	1½	29½	Mills.
41	40		1	25						10	5	10	0	25	Mills.
13	13			38					1	10	5	10	12	38	Mills.
1	1			27						10	5	10	2	27	Mills.
				49½						10	5	10	24½	49½	Mills.
				43						10	5	10	18	43	Mills.
				38½						10	5	10	13½	38½	Mills.
				49½						10	5	10	24½	49½	Mills.
71	69		2	38½					1½	10	5	10	12	38½	Mills.

ALLEGHENY.

CHICKEN FEED.

For Democratic Roosters.

NASBY, who by the way is to lecture here next week, says he is not a humorist but a moralist. The evil resulting from a re-election of President Grant must, from this, be at once apparent.

WACHTEL had a splendid audience in Chicago, thus proving beyond a Democratic doubt that President Grant has bestowed 5,678,901,234½ offices upon his own and his wife's relations.

A MAD dog was killed in Augusta, Ky., the coldest night last week. No Democratic editor would require more convincing proof than this of the utter profligacy of the Republican administration.

THREE women have applied to Commodore Vanderbilt for situations as conductors on the New York Central railroad. No plainer evidence than this has yet been given of the perfidy and treachery of Gen. Grant.

THE Grand Duke laughed until the tears came into his eyes when he looked at the Shrove Tuesday carnival in New Orleans. What further proof of Grant's complicity in the New York frauds could any Democrat desire.

EIGHTEEN years ago Carl Schurz stood as a visitor on the floor of the United States Senate chamber, and could not comprehend what was said around him. Surely after such an example no logical man would vote for Grant for President.

JULIUS CAESAR was a soldier and wanted to be King. President Grant was a soldier, consequently there is terrible danger that in case he were re-elected he would overthrow all our existing institutions and crown himself Emperor of the District of Columbia.

CHICAGO asks the Government to give the walls, foundation and site of the old Custom House, which are still standing, to the city, for a public library. This is a capital chance to assist the party in power. If the request is granted, the cry is to be: Reckless extravagance. If it is refused the shout is to be: Hard-hearted parsimoniousness.

A SHARP Memphisian, desirous of seeing Alexis, took off his coat, put a Saratoga trunk on his shoulder and walked up stairs, evading the police, who were instructed to keep everybody out of the Peabody House. He carried a two hundred pound trunk up two flights, and did'nt see the Grand Duke, and had his coat stolen. Thus proving that Grant is drunk every day before breakfast.

MRS. LAURA FAIR has received her doctor's bill, of which the following is a copy: Laura D. Fair, to J. B. Trask, Dr. For visits and usual attention and medical advice for ninety days, commencing December 20, 1869, and ending March 28, 1871, at $15 per day, $1,350. For constant and unusual attention both day and night during her trial, wherein she was charged with murder, commencing March 17, 1871, and ending April 26, 1871, 39 days and nights, at $50 a day, $1,450. For visits and unusual attention for each and every day from April 26, 1871, to May 14, 1871, 18 days, at $15 per day, $240. Total, $3,040.

"COMING events cast their shadows before" is an adage as true as it is old. Since the ex-Empress Eugenie sold her jewels three hundred and fifty thousand chassepots captured by the Prussians, and offered for sale, have been purchased and are believed to be in Paris. Napoleon, it is known, is selling property to a large extent, and that the money thus obtained finds its way throughout France is not doubted. Is the war cloud about to break anew over unhappy France?

RUPTURE TRUSSES.

Every one who may be afflicted with rupture of the bowels ought to wear a properly fitting truss, to secure them from the danger of strangulated rupture, that is, when the rupture comes down so that it cannot be returned. Strangulated rupture is a fearful condition, and one which need never occur if those who are ruptured were to wear a truss with sufficient power to remove the protrusion.

There are hundreds of people who have rupture who do not seem to be aware of it nor of the attendant danger which it involves.

Every case of rupture can be relieved and many of them cured by timely attention. This is the time of year when such things show themselves, owing to the relaxation of the system incident to the changes of climate. Dr. Keyser, at his office, 167 Liberty street, is supplied with trusses and has them to suit every age and condition and at all prices.

CAUTION.

The efficacy of PANCREATIC EMULSION and PANCREATINE and its preparation in the treatment of Consumption, Indigestion and Wasting Diseases, depending entirely upon their purity and strength, Messrs. Savory & Moore caution the public against inferior preparations, which are calculated to cause disappointment and to injure the reputation these medicines have acquired. Purchasers should see that each bottle has the names of Savory & Moore and their trade mark.

Sold in Pittsburgh only at

JAMES E. BURNS & CO.'S
DRUG STORE and PERFUME and PATENT MEDICINE DEPOT,
Corner of Penn and Sixth (old St. Clair) streets.

ALL THE YEAR AROUND,

And in all parts of the world, the elements of disease are present in the air, the soil and the water, in a greater or less degree, and therefore the *Great Vegetable Antidote* to these invisible enemies of health, Hostetter's Stomach Bitters, is invaluable as a household medicine at all seasons and in every latitude. At no period of the year is a regulating and corrective medicine more needed than toward the close of winter, when the sun and rain are beginning to break up the winter blockade, and from the softening soil arises that terrible miasma, which weighs like an incubus upon the vital machinery, and depresses the animal spirits. It is then that the seeds of intermittent and remittent fevers, of rheumatism and rheumatic gout, of obstinate stomach complaints of disorders of the liver and bowels, and a whole host of pulmonary and nervous complaints are sown.

The best, the surest way to prevent this disastrous seeding is to invigorate and refresh the system with a course of the Bitters. If this precaution be taken now, there will be no danger of the miasmatic germs taking root in the fluids and tissues of the body, and bringing forth terrible fruit in the spring. Now is the time for prevention. Remember that vigor is the only safeguard against the virus of disease, and that Hostetter's Bitters is the purest, the safest, the most powerful and perfect invigorant ever administered, either as preventive medicine or a remedy. A change of season approaches which almost always proves more or less disastrous to persons of a weak, nervous organization. Brace up at once with the leading Tonic of the age. Purge from the blood all morbid matter, strengthen the nerves, and regulate and purify the secretions with the Vegetable Elixir, which combines the juices of the finest medicinal roots, herbs and barks, with the most wholesome of all diffusive stimulants.

NEW ADVERTISEMENTS.

FABER & VAN DOREN,
367 Liberty Street,
PITTSBURGH, PA.

SteamEngines,
IRON AND WOOD WORKING
MACHINERY,
Steam Pumps,
Engineers' and Machinists' Tools,
STEAM FIRE ENGINES,
BELTING,
Woolen Machinery, Machine Cards.
☞ Manufacturers' and Mill Supplies. A constant supply on hand and furnished on short notice.
ORDERS SOLICITED.
REINHOLD SIEDLE,
Jeweler,
(SUCCESSOR TO MEYRAN & SIEDLE,)
DEALER IN
Diamonds, Fine Watches,
JEWELRY,
SILVER AND PLATED WARE,
French Clocks
AND
ENGLISH CUTLERY.
42 Fifth Avenue.
ja27
United States
WATCHES,
In Gold and Silver Cases,
AT
HASLETT & KENNEDY'S,
79 Smithfield Street.
ja19
Looking Glasses.
PICKERSGILL, LYONS & CO.,
No. 141 WOOD STREET,
Invite the attention of the public to their large assortment of Looking Glasses and Picture Frames. Embracing many new styles. Also, American, German and French Chromos, which we offer at reasonable prices.
☞ FINE MANTLE AND PIER GLASSES a specialty. ja19-TTHS
ARTHUR KIRK,
AGENT FOR
Hazard's Blasting, Mining and Sporting Powders,
All kinds of Fuse constantly on hand. Orders promptly filled, at
No. 19 SEVENTH STREET, (late Irwin)
au18 PITTSBURGH.
NOTICE.—Having left the city, I have legally authorized by powers of Attorney HENRY MEYER, No. 31 Marion street, to collect and receipt all bills due me. Prompt payment is earnestly requested.
FRANK SIEBART.
PITTSBURGH, January 29th, 1872. 30,79

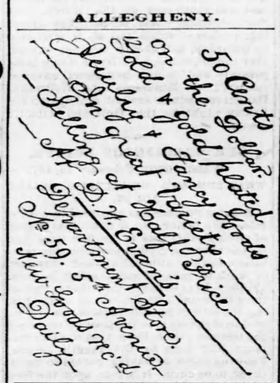
NEW ADVERTISEMENTS.
AT
WM. SEMPLE'S,
AN ATTRACTIVE STOCK OF
WHITE BED QUILTS.
Striped and Fancy Honey Comb Quilts,
Marseilles Quilts, very cheap.
White Blankets, in good order,
Calico and Delaine Comforts.
Carpets and Oil Cloths.
Shawls! Shawls!
Long and Square Broche Shawls.
Long and Square Black Thibet Shawls.
Plaid and Striped Woolen Shawls.
All Grades at Very Low Prices.
At 37½, 44 and 50c., Pure Mohair Black Lustres worth a great deal more.
At 25, 30 and 37½c., Colored Alpaca Poplins, extra good bargains.
At 25c. Bookfold Poplin Plaids, worth 37½c.
At 50c., Brown Corded Velveteens, for Boys' Suits.
At 60c., Japanese Silks, a large lot, good styles.
At $1.50, Plain Dress Silks, all colors, a great bargain.
ALL KINDS OF
Flannels, Cassimeres,
AND
FANCY DRESS GOODS,
At Popular Prices,
AT
WM. SEMPLE'S,
165, 167 and 169 Federal Street,
ALLEGHENY.

NEW GOODS
AT
JOS. HORNE & CO.'S
Retail Stores.
WHITE GOODS.
Plain, Barred and Striped Nainsooks,
Swisses, P. K's, Tarlatans.
New Hamburg
EMBROIDERIES,
ALL WIDTHS.
Swiss and Victoria Lawn Embroideries,
Ruffings, Puffings and Tuckings,
Swiss Plaitings and Neck Ruffings,
FLOWERS AND OSTRICH TIPS
For Evening Wear.
Silk Neck Scarfs and Bows, new styles, just received.
Roman Sash Ribbons and Scarfs in new colors.
LADIES' MUSLIN
Undergarments,
A Large Assortment at Popular Prices.
French, German and American
CORSETS,
Plain and Embroidered Wolsey and hand-made Corsets. Fine assortment of
Rich Lace Goods.
NEW STYLES GENTLEMEN'S
NECK DRESSING.
Please call and examine. Attention shown to all. Prices the very lowest.
197 and 199 Penn Ave.
WHOLESALE,
77 and 79 Market Street.
fe15

REMOVAL.
We are now closing out our entire stock, preparatory
COR. 4TH AVE. AND MARKET ST.
A large and attractive stock to be sold at extraordinary prices. The goods must be sold, and will be offered at Great Bargains.
MOORHOUSE
& CARSTEN,
21 Fifth Avenue.

REMOVAL.
ARBUTHNOT, SHANNON & CO.,
HAVE REMOVED
To Their New Building,
Nos. 239 and 241
LIBERTY STREET
(Opposite Wood St.,)
AND OFFER AN
Elegant New Stock
OF
DRY GOODS,
Notions and Small Wares
AT
LOWEST EASTERN PRICES.
Buyers are Invited to Call.
C. Arbuthnot, W. T. Shannon,
J. G. Stephenson.
JOHN G. WORKMAN.....H. RICHARD DAVIS
WORKMAN & DAVIS,
MANUFACTURERS OF
Carriages, Buggies, Barouches,
PHAETONS, &c.
Factory, Nos. 42, 44, 46 and 48 Beaver St.,
ALLEGHENY.
Those intending to purchase a vehicle for Spring and Summer Driving, can, if ordered now, have one built to suit the taste in every particular, and be completed by the opening of Spring.
All work guaranteed to be built fully up to our high standard and unequaled in durability, lightness, beauty of proportion and fine finish.
Drawings and Specifications mailed when solicited.
Sole Agents for the NEW HAVEN SARVEN PATENT WHEELS.
WAREROOMS,
167, 169 and 171 Penn Street,
de14 PITTSBURGH, PA.

NEW ADVERTISEMENTS.
AT
WM. SEMPLE'S.
A COMPLETE STOCK OF
White Goods.
Plain and Barred Jaconets,
Plain and Barred Nainsooks,
Swissess and Tarlatans,
Striped and Figured P. K.'s.
AT ATTRACTIVE PRICES.
AT $1.12½ AND $1.25,
WHITE BED QUILTS,
EXTRA LARGE SIZE.
At 25c., Fine French Chintzes, rich styles.
At 12½c., 4-4 Bleached Muslin, extra good for the price.
At 14c., 4-4 Bleached Muslin, free from dressing.
At 6¼c., Fast Colored Light and Dark Prints, in short lengths, slightly imperfect.
At 8½c., Fast Colored Purple Prints, best quality slightly misprinted.
At 8½c., Light and Dark Prints, fast colors, an extra bargain.
At 12½c., an extra good bargain in Ginghams.
4-4, 9-8, 5-4 and 10-4 Sheeting Muslins,
Shirting Muslins and Irish Linens.
Striped Shirting Chintzes, new styles.
Medium and Dark Dress Chintzes, beautiful styles.
Tickings and Checks, all grades, at
THE LOWEST PRICES,
Wholesale and Retail,
AT
WM. SEMPLE'S,
165, 167 and 169 Federal Street,
ALLEGHENY.



PITTSBURGH
WHITE LEAD AND COLOR WORKS,
J. SCHOONMAKER & SON
Proprietors.
Manufacturers of White Lead, Red Lead, Blue Lead, Zincs

FINANCIAL.

Robinson Brothers,

BANKERS,

No. 78 Fourth Ave.,

Buy and sell all kinds of

Government Securities, State, City and County Bonds, Real Estate Mortgages and Business Paper.

Orders executed for the Purchase and Sale of STOCKS at the NEW YORK STOCK BOARD.

Interest Allowed on Deposits.

IRA B. McVAY & CO., BANKERS.

We offer for sale the following desirable securities:

City of Pittsburgh Water Loan and Penn Avenue Bonds,

Bearing 7 per cent. interest at par and accrued interest.

PITTSBURGH & CONNELLSVILLE SIX PER CENT. BONDS,

DUE IN 1887, First Mortgage on Turtle Creek Division, at 80 AND ACCRUED INTEREST.

IRA B. McVAY & CO.,

COR. FOURTH AVE. AND SMITHFIELD ST.

GEO. B. HILL & CO.,

BROKERS AND DEALERS IN

Bonds, Stocks and Mortgages.

Orders promptly executed for the purchase and sale of all Reliable Securities.

Collection made.

COR. THIRD AVE. AND WOOD ST., and PITTSBURGH, PA.

Jas. T. Brady & Co.,

Corner Fourth Avenue and Wood St.,

BANKERS,

Buy and sell all kinds of

Government Securities,

COIN, SILVER AND COUPONS

On Most Favorable Terms.

INTEREST ALLOWED ON DEPOSITS.

Money loaned on Government Bonds at low est market rates.

Orders executed for the Purchase and Sale of Stocks, Bonds and Gold.

JAMES T. BRADY & CO.

Finance and Trade,

OFFICE OF THE PITTSBURGH GAZETTE, FRIDAY, February 16, 1872.

Robinson Bros., No. 78 Fourth avenue, furnish the following comparative quotations for bonds and stocks, from their latest advices by wire:

	Thursday.	Friday.
Bonds—1871	115¾	115¾
5-20s—1865	110¾	110¾
" 1866	110¾	110¾
" 1865	111¾	111¾
" 1865 new	110¾	110¾
" 1867	111¾	111¾
" 1868	112¾	112¾
10-40s	107¾	107¾
Currency 6s	114¾	114¾
Gold	110¾	110¾
RAILWAYS.		
New York Central	97¾	97¾
Do Scrip	92¾	92¾
Erie	20¾	20¾
Reading	113¾	113¾
Lake Shore	98¾	98¾
Ft. Wayne	98	97¾
Cleveland & Pittsburgh	91¾	91¾
Rock Island	111¾	111
Chicago & N W	73¾	73¾
Do. Preferred	85¾	85¾
St. Paul. Common	55¾	55¾
Do. Preferred	74¾	75¾
Wabash	39¾	39¾
Union Pacific	37¾	37¾
Ohio & Mississippi	44¾	44¾
Pacific Mail	57¾	57¾
Ft. Union Telegraph	69¾	69¾
Adams Express	93¾	93¾
American Express	64¾	67
U. S. Express	64	63¾
Wells, Fargo	63¾	66

—Messrs. Gilbough, Bond & Co., bankers and brokers and members of the Philadelphia Stock Exchange, furnish the following quotations of the prices to-day of the most active stocks:

	Thursday.	Friday.
Penna. Central	62¾	62¾
Reading R. R.	56¾	56¾
Camden & Amboy	124	126
Lehigh Navigation	40	39¾
Old Creek & Allegheny R R	43	45
Central Transportation	46	46
Empire Transportation	55	—
Union Transportation	50	—
Pittsburgh City 6s	73¾	73¾
A. V. R. R. 7-30 Bonds	93¾	93¾
Lehigh Valley R. R.	62¾	62
Phila. & Erie	30¾	30¾

Closing quotations as received by James T Brady & Co:

Gold	110¾	5-20 Jan. & Jy. '65	110¾
U. S. 6s, 1881	115¾	5-20 Jan. & Jy. '67	111¾
U. S. 5-20s '65	111¾	5-20 Jan. & Jy. '68	112¾
U. S. 5-20s '66	111¾	C. P. R. R.	
U. S. 5-20s '67	111¾	C. P. R. R. Pacifics	
U. S. 10-40s	107¾		

—The importations since the commencement of the year have been extraordinary large and last week the value of dry goods imported was nearly three times that of the corresponding period last year. Of course, the extra importations have got to be paid for; but not necessarily in specie. In fact, there is very little specie going abroad at all; and as the goods now arriving have already been paid for in some way, either by bonds or shipments of produce, they will not, unless the price should continue to increase, affect the price of gold at all. To show how large the importations into New York are, we may say the item of dry goods is three times the amount of last year, being for last week $4,-283,566, gold, against $1,475 634 for the corresponding period of 1871. The general merchandise is nearly the same in amount as that of last year; but the total for the week shows an increase of about 50 per cent., the actual figure being $7,560,475, gold, this year, against $4,651,876 last year. The total since Jan. 1 shows an increase of about one-third—being this year $39,491,992, gold, against $29,516,160 last year, and $26,676,821 in 1870. The product exports shows a falling off being, since January 1, this year, $15,375,950, against $17,-$20,088,147 last year.

But our merchants do not import goods for which there is no market; and, as our growth is full 20 per cent. per annum, we require an increase of goods in the same proportion.—*New York Independent.*

NEW YORK, February 16, 1872.

The gold market at the close was weaker as a strong market for securities in London and left off at 110¾ to 110¾. Loans were made at from 3 to 6 per cent. for carrying. Clearances $48,000,000. The Government bond market was a fraction lower to-day, but closed up at the decline. Stocks were irregular in the morning. Union Pacific and Western Union declined, which caused a general depression in the afternoon these stocks recovered and the whole market was firmer in sympathy. Hannibal and St. Joseph common shares formed a prominent feature of to-day's sales, and were at 44@47@44¾@46. Transactions were quite large in the aggregate, and during the afternoon 6,300 shares were sold under the rule. Hannibal and St. Joseph preferred shares were quiet at 61 to 62. Pacific Mail was strong in the afternoon on reports of favorable reports from Washington in regard to increased subsidy. The market at the close was strong in the entire list, and particularly in Union Pacific and Western Union.

Sterling exchange, 109¾.

GOVERNMENTS.—Coupons 1881, 115¾; 5-20s '65, 110¾; do '65, new, 110¾; do '67, 111¾; do '68, 112¾; do '67, 111¾; do 10-40s, 110¾; currency 6's, 114¾.

STATE BONDS.—Mississippi, 91; Tennessee old, 66¾; do new, 66¾; Virginia new, 55; do old, 55; North Carolina old, 33¾; do new, 18¾.

MISCELLANEOUS.—Western Union Telegraph, 69¾; Quicksilver, 33¾; Adams Express, 93¾; Wells-Fargo, 66; American Merchants Union, 67; United States, 63¾; Pacific Mail, 57¾; New York Central, 97¾; Erie, 20¾; preferred, 50; Harlem 112; preferred, 120; Reading, 112¾; Michigan Central, 118¾; Cleveland & Pittsburgh, 91¾; Rock Island, 111; New Jersey Central, 110¾; St. Paul, 55¾; preferred, 75¾; Wabash, 39¾; preferred, 66; Fort Wayne, 97¾; Terre Haute, 20; preferred, 55; Chicago & Alton, 120¾; preferred, 120; Ohio & Mississippi, 44¾; Cleveland, Columbus & Cincinnati, 88; Burlington & Quincy, 140; Lake Shore, 90¾; Panama, none; Illinois Central, 122; Union Pacific, 37¾; Central Pacific bonds, 103¾; Union, 91.

PITTSBURGH MARKET.

OFFICE OF THE PITTSBURGH GAZETTE, FRIDAY, February 16, 1872.

APPLE BUTTER—Common to fair 50@55 cts per gallon, prime to choice, 60@65.

ASHES—Very firm, and, with light stocks and an active demand, prices are strong at the recent advance. We continue to quote Common Soda Ash at 4¾; Refined, 5; Nitrate Soda, 5¾; Pots, 10; Pearls, 11.

APPLES—In steady demand but unchanged; $2@4 per bbl for common to fair, and $4.50@5 for prime to choice.

BUTTER—Continues to come in freely, and, with only a moderate demand and stocks accumulating, prices are weak and drooping. We reduce our quotations to 23@25 for prime to choice roll.

BUCKWHEAT FLOUR—Is scarce and in demand—quoted at 4@4¼ cts per lb.

BEANS—The supply is light and the market is firmer, though prices prices are unchanged, ranging from $2.00@3.50 per bushel, according to quality.

BROOM CORN—There have been some few sales within the past few days within the range of 5¾@8¾ cts per lb, according to quality.

CRANBERRIES—Quoted all the way from $10 to $17 per bbl, according to quality.

CANDLES—Mould, 12 cts; Star, 13.

CANNED GOODS—Peaches, $2.50@7.00 per case; Tomatoes, $4.25@4.50; Winslow's Corn, $3.25@3.50.

CARBON OIL—Is quiet and dull though prices are nominally unchanged. Standard brands 20¾@21 by the car load and 22¾ cents more for smaller lots.

COUNTRY LARD—Is coming in pretty freely and stocks are accumulating; sales in a jobbing way at 8@8¾.

CONCENTRATED LYE—$6 per case.

DRIED FRUIT—Peaches: 10@10½ for halves; 8@8¾ for mixed; 7@7¾ for quarters and 15@20 for peeled. Blackberries, 13@15 cts. Pitted cherries, 25@30 cts; unpitted, 8@10. Apples, 6¼@7¼ for common to fair and 8@8¾ for prime to choice.

CHEESE—Is reported steady at the recent advance; 16¾@17 for Goshen; 15¾@16 for Factory, and 14@14¾ for Dairy.

EGGS—With considerable inquiry and a very light supply, the market is firm, and we now quote at 28@30. However, it is not likely that these quotations will be long maintained—it is getting late in the season for high prices.

FLOUR—Continues very firm, both east and west, and a further advance in this market seems almost inevitable—the only thing in the way is a sharp competition. We continue to quote, in a jobbing way, at $7.25@7.50 for fair to good spring wheat; $7.75 for choice; $7.50@7.75 for fair to good red winter wheat, and $8 for choice. We can report a sale of 100 bbls red winter, to arrive, at $7.85, and 100 bbls white do at $8.05. Rye Flour is unchanged at $5.50.

GRAIN—The market for Wheat is firm but unchanged—the mills are taking all that offers within the range of quotations, $1.55@1.60 for red and $1.60@1.65 for white. Oats in rather better supply but with a steady demand prices are maintained, 50@51 by the car load and 53@55 in a jobbing way. Shelled Corn is not offering so freely but prices are no better; we are reported sales of several cars, on track at 55—5 cars, at 61, delivered. Ear Corn is in fair demand with sales, mostly in a jobbing way, at 60@65 cts—may be quoted at 60@61 by the car load. Rye is quiet and dealers are buying all that offers at 95. The market for Barley continues quiet and prices are nominally unchanged, 75@80 for fair to prime spring and 85@90 for fall.

GROCERIES—Trade continues rather slow but as navigation is likely to be resumed in a few days, an early improvement may be anticipated. We continue dull in the east, though from all that we can learn there is no disposition manifested on the part of importers to make consessions in order to effect sales; they keep bidding their views, as to feeling confident that when the bean is wanted there will be no difficulty in realizing full prices. Advices from New York report raw Sugars easier, and while there is no change in the latter is light and it is generally held at $4.00. Coffee is nominal at $17@20.

PITTSBURGH IRON MARKET.

OFFICE OF THE PITTSBURGH GAZETTE, FRIDAY, February 16, 1872.

The pig iron market continues excited and unsettled, and, notwithstanding, the arrivals continue liberal and the demand active, the volume of business this week was comparatively small. The great proportion of the iron now arriving was sold some time ago, and is being used in filling old contracts, and we understand that the great majority of the furnaces are sold ahead for several months, and those that are in condition to sell are holding back, in expectation of still higher prices, and the indications at this writing are that their expectations will be fully realized. It is very difficult to give quotations in the present unsettled condition of affairs, and the limited number of sales, there is no getting over the fact that rates are higher than a week since, would no doubt sell readily at $43, but as already intimated, there is little or none offering. It is rumored that bids have been made within the past few days, of $43, at furnaces, considered equivalent to $44@44.50 here; also that $45 was asked. However, the market is completely demoralized, and it is difficult to make up a report with any degree of accuracy or satisfaction; furnaces have been putting up prices up so rapidly of late that they are now very timid about making an offer, while buyers have been taking all they could get hold of, regardless of prices, and keeping out of the market. There has been an advance of from eight to ten dollars per ton within the past few months, and as already intimated, the tendency is still upward; it seems to be generally conceded that $45 will be realized within the next week or two, and those operators who set their figures at $45, when metal was selling at $40, have now advanced them to $48 and even $50.

Foundry Irons are also very firm, and, with a very limited supply of sales, and a steady demand, prices are strong and tending upward. Sales of No. 1 are reported at $46@46¾, an advance of $1.00@1.50 per ton, as compared with last week, and, even at the advance, the supply is far short of the demand.

There has also been a decided advance in finished Irons, three-tenths this time, throughout the entire list, and if pig iron continues on in its present course, two or three tenths more will doubtless be added to the card rates before many weeks elapse. Merchant bar may now be quoted at four and three-tenths cts. There was no change made in Nails, $4.75.

YOUGHIOGHENY COKE.

30 tons Dunbar No. 1 Foundry	$44 00	4 mos
30 " Dunbar No. 2 Foundry	43 00	4 mos
ANTHRACITE.		
50 tons No. 1 Foundry	$43 50	4 mos
50 " A 1 Foundry	45 00	4 mos
50 " No. 2 Foundry	40 00	4 mos
100 " Medium Gray Forge	40 00	4 mos
100 " White & Mottled	39 50	4 mos
200 " Neutral Forge Iron	42 00	4 mos
200 " A Foundry Iron	46 00	4 mos
100 " No. 1 Anthracite	46 00	4 mos
BITUMINOUS COAL SMELTING FROM LAKE SUPERIOR ORE.		
200 tons Medium Gray Forge	$41 00	4 mos
200 " Gray Gorge	41 00	4 mos

PETROLEUM MARKET.

OFFICE OF THE PITTSBURGH GAZETTE, FRIDAY, February 16, 1872.

Refined is reported a shade firmer but prices are without quotable change at 20¾ cts; February, 21¾; March, 22¾; April, 23—no sales. Crude—Pittsburgh deliveries, nominal at 10¾ spot; seller all year, 10¾; buyer all year, 13; buyer 1st half year, 12. Business continues dull, and the indications for an early improvement are not very encouraging.

CRUDE OIL RECEIVED BY A. V. R. R.

Peerless O W, account H S Duncan	80
Standard O W, account H S Duncan	238
Model O W, account J Bushnell	374
Standard O W account J K Barbour	222
Franklin O W account J Clarke & Co	240
Cochran's Siding account D Wilkins	240
Total	1,890

OIL SHIPPED EAST PER A. V. R. R. & W. P. R. R. February 15.

John Spear & Co., 101 bbls refined oil to Warding, K & Co., Philadelphia.

Braun & Wagner, 150 bbls refined oil to Waring, King & Co., Phila.

Standard Oil Co., 388 bbls ref. oil to Warden F & Co., Phila.

Wm. McKelvy & Co. 321 bbls refined oil to Logan, Bro & Co., Philadelphia.

Wormser, Myers & Co. 200 bbls ref. oil to Logan Bros & Co. Phila.

C. T. Myers, 90 bbls refined oil to C. T. Myers, Phila.

H. W. C. Tweddle, 120 bbls ref. oil to N. Y. C. & H. R. R., N. York. Total..... 1,527 bbls.

OIL SHIPPED PER WEST PENN R. R.

Kirkpatrick & Logan, 147 bbls ref. oil to Logan, Bro & Co., Phila. Total..... 147 bbls.

Receipts Pig Metal, Ore and Blooms.

CLEVELAND & PITTSBURGH R. R.	cars.		cars.
Spang, C. & Co., ore	5	Merideth, T & Co o..	1
Graff, B & Co, ore	2	Kloman & Co, ore..	1
Lewis, D. D. m	1	Pittsburgh Coal Co..	1
Rosenberger & Co. o	2	Dilworth, P & Co. or	1
Rees G & Co, metal..	1	Jones & L. metal....	1
Union 1 Mills, m	4		
Total			20

PITTSBURGH, F. W. & C. R. R.			
Lindsay, McC & Co m	1	Nimick & Co. metal.	9
Lewis, G & F. metal	4	Smith, metal	3
Lewis, B & D. metal	3	Zug & Co. metal.	4
Wood, Son & Co, m..	5	J Moorhead metal...	1
Graff, B & Co., metal	4	Brown & Co., m....	2
Total			35

PENNSYLVANIA RAILROAD.			
J A Caughey metal	13	W. Clarke & Co, o..	4
J W Porter, metal	4	Brown & Co., o	2
Hallman & H, metal	4	R. Wister, metal....	3
J Wood & Co. metal.	4	J. Reamer, m	1
Total			35

PITTSBURGH CINCINNATI & ST. LOUIS R R.			
Hallman & H, metal	10	Chess S & Co. ore....	1
WEST PENN R. R.			
Graff, B. & Co., m	1	Spang, C & Co. met.	3
Total			4

ALLEGHENY VALLEY R. R.			
W Clarke & Co metal	1	Brown & Co. metal	2

MARKETS BY TELEGRAPH.

Foreign Markets.

LONDON, February 16, 5 P. M.—Consols money, 92¼; account, 92¾; American securities quiet and steady. 5-20s of '62, 91¾; do of '65, 92¾; do of '67, 92¾; 10-40s, 87¾.

PARIS, February 16—Rentes 56f 75c. Specie in Bank of France increased 8,000,000 francs during the week.

LIVERPOOL, February 15.—Cotton quiet; middling upland 11¼@11¾d. Breadstuffs quiet. Red winter wheat 11 9d@12s. Corn 29s 6d. Flour 26@27s. Pork 80s.

ANTWERP, February 15.—Petroleum 44¾.

New York.

NEW YORK, February 16.—Cotton more active; sales 4,000 bales; middling upland 23¼c. Flour advanced; superfine western and State $6.10@6.45; common to good extra $6.85@7.00; good to choice $7.00@7.70; white wheat western extra $7.70@7.85; St. Louis $7.00@9.50. Rye flour and corn meal unchanged. Whisky lower, at 90¾@91¾c. Wheat less active and scarcely so firm; No 2 spring $1.56; Northwestern Club $1.57¾; No 1 spring $1.60@1.63¾; winter red western 1.70@1.75; amber western 1.70. Rye unchanged. Barley firmer; Canada west $1.15. Malt unchanged. Corn less active; new western mixed and southern yellow afloat 73@73c. Oats dull and heavy; western and Ohio 52@55c. Eggs firm at 28@31c. Hay and hops unchanged. Coffee quiet at 19¾@21¾c. Sugar dull; fair to good refining 9¾@9¾c; centrifugal 9@9¾c. Molasses firm; New Orleans 62@67c. Rice 7@8½c. Petroleum: crude 13¾c; refined 22@22¾c. Turpentine firm at 39¾@39c. Pork dull and a shade lower; new mess $14.75@15; old $13.62@13.87; prime $12; new prime mess $14; mess April $14.25. Beef steady; mess $9@11; extra $11@13; hams $23@26. Dressed hogs quiet at $5.87. Cut meats steady; hams 8¾@9¾c; shoulders 5¾@6c; middles quiet. Lard steady; No. 1 to prime steam 9¾@9¾c; kettle 9¾@10c. Butter quiet and steady; western 20@25c. Cheese 11@17c.

Chicago.

CHICAGO, February 16.—Flour; active operations in the better grades of spring extras, and sales were liberal, on both shipping and local account; $6.00@6.12½@7.00, the latter firm for the best Minnesota. Wheat in speculative demand and prices higher; No. 2 spring $1.25¾; seller March $1.26¾. Corn firm; No. 2 mixed 40¾@40¾c; ear 40c; seller March 40¾c. Oats quiet; No. 2 32@32½c. Rye advanced; No. 2 72½@73c; for strictly fresh seller March 73c. Barley in fair demand but lower; No. 2 fall 58¾@59c; seller March 59c. Pork firm at $12.35@12.40; seller March $12.40@12.50. Lard firm at $8.77½@8.80; seller March $8.85. Meats of all kinds are in better demand and firmer. Hams in pickle at 8½@9¼c. Hogs in fair demand but lower; packers, butchers and shippers buying at a decline of 10c; extreme range $4.10@4.75, with bulk of sales at $4.25@4.40; dressed quiet and steady at $5.00. Hogs packed to date 1,114,000. Cattle dull but unchanged on account of shippers being unable to obtain transportation. Whisky nominally at 86¾c.

Dry Goods.

NEW YORK, February 16.—The dry goods market is more animated and prices generally on the rise. Woolens are now held with increased firmness in view of the excitement and rapid advance of the staple. In goods the market prices are very irregular, the values not being yet established, but the whole tendency of prices is upward; Slater & Sims' Red Cross wigans and Garner & Co.'s are advanced to 14c; Red Cross cambrics to 9¾ for 64x64; cottonades are in request and higher; Farmers and Mechanics doubles and twist cassimeres are up to 35c, and are quick; New York mills D and L 37½c; Druit plain 27½c; Booth Standard bleached drills are up to 15½c; do A A blue 18c; Suffolk D B S 18c; Booth O brown sheetings 12c; do S 13½c; do G 11½c; do W 13½c; do FF standard 14½c; Booth A bleached muslins 12½c; do G 12½c; Suffolk B do 14¾c; do L 11½c; York improved denims are up to 16c; do 7 8 do 14c; do 8 8 do 17c; do 5-4 do 19c; Kearsarge State satens 16¾c; do brown 17c; Nevea A brown sheetings are up to 12½c; Webster 12½c; Lyman F F 40 inches, do 9-4 do 32½c; do 10-4 do 30½c; do 11-4 do 42½c; do 10-4 bleached 42½c; do 9-4 do 27½c; do 8-4 do 32½c; do 6-4 do 24½c; do 5-4 do 22½c; do 4-4 do 20c; Lonsdale 4-4 2c higher; Androscoggin 8-4 do, 9-4 do, and 10-4 do are all 2½c per yard higher. In ginghams the market is a little irregular. Lancaster goods being 1c higher, while most other makes ¾@1c lower.

Live Stock.

BUFFALO, February 16.—Cattle: receipts of 756 head for the week of 5,367, or 312 cars against 328 for last week: market strong and active; rates fully sustained; sales of 51 lots of steers, 1,162 to 1,296 pounds at $5.75@6.65; 5 Michigans, 1,106 to 1,208 pounds at $5.00@5.75. Sheep: receipts of 400; market firm and active; sales of 374 Canada sheep of 105 lbs at $6.65; Canada sheep and lambs of 182 lbs $7.25; 80 Illinois sheep of 82 lbs $4.45; Indiana sheep of 74 to 82 lbs $6@6.50. Hogs: receipts 928 head; market firm, with buyers holding off for lower prices; sales 730 head at $4.50@4.75 for light and $5 for prime heavy.

NEW YORK, February 16.—Beeves: receipts to-day, 1,435; making 6,860 for the week; stock was late in to-day, and few sales but no change; 4 cars Cherokees 4¾ cwt. sold at $42; car 1 Illinois 7¼ cwt., at $7.50; 5 cars Illinois 7 cwt. $10.75@12. Sheep: 5,600, completing 24,600 for the week; market good; a lot, 110 lbs, of Illinois sold at 9c; 2 cars, 100 lbs, Illinois at 9c; 2 cars, 100 lbs, Indiana 8c; 3 cars, 117 lbs, Canadas 8¾c. Hogs: receipts 3,000 for today and 29,600 for the week; market firm with fair demand; Western dressed holding at 5½c, with 5¾c offered; very few sold at 5¾c.

New Orleans.

NEW ORLEANS, February 16.—Flour scarce; superfine $7; double extra $7.75; treble extra $8.25@8.50. Corn quiet; high mixed 56c; white 56c. Oats scarce at 62@63c. Bran $1.85. Hay: prime $32; choice $33. Pork $16.50. Bacon: shoulders 10½@10¾c; clear sides 13¾@14c; sugar cured hams 16¾@17c. Sugar: inferior 6@7½c; common 7¾@8c; fair to fully fair 8¾@9¾c; prime to strictly prime 9¾@10¼c. Molasses scarce and firmer at 35c; centrifugal 40@50c; fair 48c; prime to strictly prime 50@55c; Coffee firm at 20@21¾c. Whisky 85@86c. Sales: cotton, 3,000 bales; good ordinary at 20¾c; low middling 21¾@22c; receipts 3,625 bales; exports to Great Britain 1,250 bales; exports to Continent 6,770 bales; stock 249,740; week's sales 24,000; receipts; net 40,452; gross 43,014; exports to Liverpool 9,082; Continent 5,853; coastwise 3,905; continent 20,172; coastwise 3,297.

Louisville.

LOUISVILLE, February 16.—Tobacco firmer and more active; competition strong; sales 92 hhds. Bagging quiet and firm at 15@16c. Cotton firm and tendency upward; middling 22¾c; receipts light and active; extra family $6.75. Grain quiet. Corn: sales of 1,000 bushels shelled sacked at 60c. Wheat firm at $1.60@1.65. Rye firm at 82c. Provisions firm and demand good for cut meats. Mess Pork: $15.50 in round lots. Hams: sugar cured 12½c; plain 11¾c. Bacon active; sales of, 140,000 lbs; shoulders 6¾c; sides clear rib 7¾c. Bulk meats active: sales 100,000 lbs; sides clear rib sold at 8¾@8¾c. Lard: demand moderate at 9¾@10¼c. Whisky steady at 87c.

Cincinnati.

CINCINNATI, February 16.—Cotton steady; middling 22¾c. Flour firm. Wheat steady. Corn steady and in moderate demand at 48¾c. Rye steady at 80c. Oats steady. Barley firm. Groceries unchanged. Linseed oil advanced to 87@89c. Lard oil steady at 83@85c; others unchanged. Pork dull and nominal. Lard firm at 9@9¼c. Bacon active; sales of 10-4 do 30½c; do 11-4 do 42½c; do 10-4 bleached 42½c; do 9-4 do 27½c; do 8-4 do 32½c; do 6-4 do 24½c; do 5-4 do 22½c; do 4-4 do 20c; Lonsdale 4-4 2c higher; Androscoggin 8-4 do, 9-4 do, and 10-4 do are all 2½c per yard higher. In ginghams the market is a little irregular. Lancaster goods being 1c higher, while most other makes ¾@1c lower.

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River Intelligence.

The weather moderated considerably yesterday; the thermometer 32 in the evening, and cloudy, with indications favorable for snow. The river was about stationary, with 7 feet two inches in the channel.

The gorge, near Economy, broke on Thursday afternoon, and the river is known to be open as far as Wheeling, as the ice was running by that place yesterday. It is probable that it is open all the way through to Cincinnati, though it is possible other gorges may have formed. However, as the weather has moderated again, an immediate resumption of river navigation is almost certain.

The towboats J. Sharp McDonald and Coal Hill were damaged somewhat by the ice near Wellsville, on Tuesday; the former boat had 53 side timbers broken, and the latter 5. They can be repaired, however, without going on the dock.

The George Lysle is still reported in a precarious condition; it is feared that she will be badly twisted.

Capt. Ben. Way, at one time a well-known river man, died at his residence in Wellsville, on Monday last, aged about 60 years. Capt. Way had command of several steamers in his day, including, among others, the Empire City, Orb and Forrest City. He had, we understand, been in bad health for some time, and his death, therefore, was not unexpected. Deceased leaves a wife and two married daughters.

A decision has just been rendered by the local inspectors in regard to a recent collision, which revokes the license of the mate of one of the boats, who was on watch, because he was in the pilot house at the time of the collision. The law requires the captain or mate, if on duty, to be on the hurricane deck, and not in the pilot house. Those interested should make a note of this, and act accordingly.

We regret to learn that Capt. Jesse Dean is lying very low at his residence, Rochester, (Pa.) the result of a recent paralytic stroke.

The towboat Tom Dodsworth and barges were reported at Liverpool yesterday all right, excepting one barge which was caved in somewhat by the ice. The Ben Wood was safe at Industry, and the Lion at New Cumberland. These boats will doubtless reach this port within the next twenty-four hours, unless the Allegheny ice should come out.

The Arlington, Capt. Dan Moore, will depart for Cincinnati early next week.

The Messenger for Nashville and Wild Duck for St. Louis, will also be among the first departures.

—A Washington special to the Cincinnati *Gazette* says: "The Committee on Commerce made considerable progress to-day on the steamboat bill. It was decided that the general power given supervising inspectors to adopt additional safety appliances should be so restricted as to require six months' test of such device before submitted for the approval of the inspector, and that after such approval, and before final official adoption, shall require test and approval under the direction of the Secretary of the Navy. To protect owners against undue charges for such devices as are adopted, the committee will recommend that the only royalty demanded shall be from five to ten per cent. above the cost of manufacture. Tug, towing and freight boats will be relieved of many of the restrictions which now are imposed upon these classes and passenger vessels alike."

—A letter from Bellaire to the Wheeling *Intelligencer* says: The model barge sunk last fall by the steamer Baltic, by colliding with the pier of the bridge, and now lying opposite Shepherdstown's coal works, has been raised by the owners. They broke a way through the solid ice from Bellaire down with a steamer, and were successful in clearing the barge of water, and will float it to-day. It looks as though it would pay to have a wrecking boat stationed here, the bridge pier furnishing business sufficient.

—A dispatch from Evansville says: The Florence Lee and Rob. Mitchell are both difficulty in getting through the gorge at Carrsville. The Mitchell had to stop at Caseyville for want of water. The C. C. Dobbs was aground at Walker's, but got off and laid up at Caseyville. The Pink Varbie, Ada Hellman and Alice Dean were still below the gorge, which closed behind the Mitchell and Florence Lee, and has since been broken by the Idlewild.

—The Cincinnati *Gazette*, of Thursday, says: An unofficial test of five preservers was made in the presence of the Local Inspectors at Chester, on Monday, Murray & Hoe, Pittsburgh, weighed 7¾ lbs; Geo. Sedam's new manufacture weighed 7 lbs; Sparkman & Co.'s wood the best test, weighing 8¾ lbs and holding 24 lbs solid iron—four lbs of iron to one of cork.

—In 1857 Lake Pepin gorged in November, with 22 boats frozen in at the mouth. It broke up in May, sinking the Falls City, R. Cole, and another boat name not known. The Lone Star was the only boat through, followed by the War Eagle and La Crosse.

—Capt. John Conway thinks there is no danger of the sunken Wanatta breaking in two, and that she can be raised. The hole in her hull is about 10 feet long, in her starboard side, and just abreast the forward end of her boilers.

—Mr. P. N. Madigan, formerly of the United States Hotel, this city, but now of the C. H. R. was married at Louisville, on Tuesday, to Miss Tilla Laval, of that city.

—Mayor Sparks, D. Bonsore and James Howard will represent Jeffersonville at the Ohio River Convention on the 20th.

—The Louisville canal is frozen over.

RIVER PACKETS.

FOR CINCINNATI and LOUISVILLE.—The steamer ARLINGTON, MOORE, Master. SHEPHERD, Clerk. TUESDAY, February 20th at 12 noon. Will also receive through freight for landings to Memphis, Vicksburg, Natchez and New Orleans, and all points on Arkansas and Red Rivers. For further information apply on board. CHARLES M FAIRMAN, JOHN FLACK, J. D. COLLINGWOOD, } Agents.

STEAM PUMPS.

John M. Cooper,

No. 882 PENN STREET.

WHOLESALE GROCERS, &c

JOHN SHIPTON ..... A. WALLACE

SHIPTON & WALLACE, Wholesale GROCERS AND PRODUCE DEALERS, No. 6 Sixth avenue, Pittsburgh.

Dilworth Brothers,

WHOLESALE GROCERS,

No. 243 Liberty Street,

PITTSBURGH, PA.

John Porterfield & Co.,

FAMILY GROCERS,

and dealers in best brands of ST. LOUIS FLOUR,

No. 15 MARKET STREET,

Corner of First avenue.

L. J. BLANCHARD

Wholesale and Retail Grocer,

No. 396 Penn Street.

A. VAN FOSSAN

Commission Merchant,

And Wholesale Dealer in all kinds of COUNTRY PRODUCE—Flour, Wheat, Corn, Oats, Rye, Barley, Clover, Timothy and Flax seeds, Bacon, Lard, Butter, Eggs, Cheese, Green and Dried Fruit, &c. NO. 229 LIBERTY STREET, Pittsburgh, Pa.

Consignments solicited. delhg71

Established by A. & T. Gormley, 1812

W. M. GORMLY,

Wholesale Grocer,

271 Liberty Street.

(Directly opposite Eagle Hotel.)

PITTSBURGH, PA.

Laing & McKallip,

WHOLESALE AND RETAIL DEALERS IN

GRAIN, FLOUR AND FEED,

Louisville and Rosedale Hydraulic Cement, White Lime, Calcined and Land Plaster, and Anthracite Coal.

No. 647 LIBERTY ST.,

oc29 PITTSBURGH, PA.

New Sugar Cured Hams.

20,000 lbs.

NEW SUGAR CURED HAMS,

Just out of smoke, very nice. For sale by

F. SELLERS & CO.

Cor. Penn and Tenth Streets.

IN STORE AND FOR SALE

50 kegs Prime Somerset Co. Dairy Butter
10 bbls Old Pickled Pigs' Feet.
10 half bbls do. do.
10 bbls Cider Vinegar. (country);
15 jugs prime Maple Syrup.

TO ARRIVE:

1 car Lake Shore Peach Blow Potatoes;
1 car Ear

HOME NEWS.

Esther the Beautiful Queen.—A preliminary rehearsal of the above named beautiful oratorio will be held on Monday and Tuesday evenings, Female Colleges to which all singers desiring a valuable course of musical training, and a good time generally, are invited. The rehearsals and preparations will occupy about ten evenings, after which, the Oratorio will be publicly presented in full Median, Persian and Jewish costume, at Mercantile Library Hall. The enterprise is to be under the direction of Prof. R. W. Seager, of St. Paul, Minn. About one hundred singers are needed.

Spring Trade.

We invite the attention of merchants to the card of Messrs. Fenton, Thompson & Co.; No. 617 Chestnut street, Philadelphia, which appears in another part of our paper to-day.

This popular old house has hosts of friends in all parts of the Union. Its mode of doing business is acceptable to all intelligent buyers every where, and the energetic steps which it has this season taken to reach the trade in every section are at once creditable to its own sagacity and the enterprise of Philadelphia. The present immense stock of foreign and domestic dry goods, embracing the finer departments of dress fabrics, silks, shawls, white goods, linens, embroideries, laces, etc., which the firm now offers is certainly not surpassed if it is equalled in the country.

"Will I Certainly Pay I"

The managers of the great $55,000 clothing sale, at 62 Fifth avenue, are examples of mercantile energy and liberality. Column after column of our city papers have been occupied by their advertisements. The liberal and even profuse use of printer's ink has had the natural effect to fill their store with a continual rush of customers. Their prices are merely nominal, and of course everybody buys from whom they can buy cheapest. Further, it is now announced that as soon it is any way diminishes, the managers are arranging with different railroad companies to issue excursion tickets for half price for the special accommodation of out-town parties. Meanwhile it might be prudent for those intending to visit the city to make selections at once, as the stock is rapidly diminishing. See advertisement on first page.

Schamberg's Agency.

It is a pleasure always to record the success of any individual who manifests enterprise, energy and tact in the management of his business, and is always seeking to be foremost in responding to the wishes of his patrons. Such a business man is Mr. Max Schamberg, the European Agent, whose headquarters are at No. 80 Smithfield street. His concern with its establishing correspondence with reliable agents in all the principal cities, Mr Schamberg has by no means exhausted the field of purposes, which he will consummate as soon as the weather becomes pleasant for travel. His special object is to arrange satisfactory routes to extend his business connections in order to more perfectly accommodate all his customers. In the meantime he continues to have business in any European city or who wish to purchase passage tickets for their friends, can do no better than with Mr. Schamberg.

Pennsylvania Female College.

The lecture of Maj. Frew, at the Pennsylvania Female College, on Thursday evening, on "Egyptian Experiences," was listened to by a large number of the friends, patrons and students of the Institution. Although he was an hour and fifty minutes delivering it, he held the attention of his audience to the close. The Major evidently travels with his eyes and ears open, and with a keen appreciation of the things he has seen and remembered. So familiar and interesting descriptions of foreign travel are not less interesting than entertaining, both to those who read historically and to those less learned in the events of the past.

The citizens of the East End are beginning to appreciate the advantages of having a college in their midst, with the wholesome and beneficial influences that belong to such an institution.

The next lecture in the course is to be delivered by G. Mme. Kinge.

At Home.

Go east, go west, go north, go south and you may purchase the article you desire, but in all likelihood, though it be beautiful to the eye and well made, yet it will be trashy economically trashy; but we have in mind an article, that can be purchased here, at home, in our midst, to our convenience and pecuniary advantage, with all the neatness and beauty that can be had elsewhere united with that most desirable quality, viz: capability for long service. Say the purchase be a bonnet, shawl or other brouche manufactured abroad, how often are we doomed to suffer in annoyance and disappointment of expectations, not being master either in the make or material of the article? But suffer we must, the manufacturer being unknown and beyond our reach. What then is the remedy? Why search out an established home product, by men of honesty and skill in their business, such as we have named you will find at No's 167, 169 and 171 Penn street, managed by the Messrs. Bailey & Co., Brothers. When you purchase a carriage from among the number of beautiful vehicles that adorn their ware rooms, the above, or any other, you can rely on the purchase you make as strictly and *bona fide* what it is represented to be. Call on any of the Nos and test what we say. A walk through the ware rooms will convince you of the superior character, of the finest carriages, buggies, barouches and phaetons which are for sale at reasonable rates.

MOST SINGULAR FATALITY.

Four Members of a Family Come to Violent Death Within a Few Years—The Only Young Man of Seventeen, is Killed on a New Jersey Railroad—The Remains Brought Home and Buried—The Second and Untimely End of a Fast Young Man.

There is a family in the Tenth ward, this city, whose history, during the past six or eight years, seems to have been marked by a most remarkable fatality. The household originally consisted of seven persons, the father and mother, with five sons. Of this number there are living to-day three persons, the remaining members of the family—both of the parents and two of the sons—having met with untimely and exceptional terminated by sudden and unnatural causes. The father and one of the elder sons were both killed on railroad accidents some years since, the particulars of which it is unnecessary to give at this late day, in this brief sketch. The mother died last year, which took place a few weeks since, at her residence on Penn avenue, took place under very mysterious circumstances, the full particulars of which the friends of deceased at the time took great pains to have kept from the public. The theory advanced at the time of the death of Charles was generally received as being the correct version of the affair, in which reports, it would seem from subsequent developments, were correct—namely, that the old lady, after a somewhat severe though brief illness, and while laboring under mental derangement of the mind, had jumped from a second story window to the pavement beneath, receiving injuries from the fall which resulted in a few hours afterward. The Coroner was not notified of the occurrence, and the remains were buried without inquest; but that the woman died from the effects of the injuries received as stated, there seems to be scarcely the shadow of a doubt.

One of the remaining sons, a young man about seventeen years of age, left his home one week ago yesterday, to seek his fortune in youthful vigor and buoyant hope. It is said that the young man's life, during the past year or two, was not altogether unblemished by the term "fast," or, in other words, that he was sowing his "wild oats." But of this phase of the said history we will not further. A day or two since he was on his way to New York City, a passenger on one of the New Jersey Central Railroad trains, when he fell from one of the cars to the railroad, when about thirty miles from the metropolis, and was killed almost instantly. Yesterday his mortal remains were brought to his late home and his grief-stricken friends, whom he had left suddenly, and with little or no warning, but in almost perfect health, just one week previous.

The remaining members of this sorely tried and grief-stricken family have the heart-felt condolence of the community in which they live.

WHO STOLE THE CLARK DIAMONDS?

A Clue to the Thief Probably Furnished by Another Jewelry Store Robbery.

The thief who broke the window of Mr. George Cohen's establishment on Smithfield street, Thursday night, and stole the Clark diamonds, has not yet been apprehended, but a pretty good clue has been obtained to the affair, and it is almost certain that the fellow will be arrested sooner or later.

On Thursday evening the jewelry store of Mr. Lewis Bronnenkenk, at No. 77 Sevens avenue, was also robbed almost simultaneously with the disappearance of the diamonds from Mr. Cohen's establishment. The circumstances of the robbery of Mr. Bronnenkenk's store are somewhat mixed, but in his employ for a week or two past, a certain young man giving his name as Mensle, was reported to be of a roving disposition, he having been engaged in some half dozen different establishments during the past few months. This young man was left by Mr. Bronnenkenk, on Thursday evening, while the latter went to attend, "Lodge," but on his return, at a little after nine o'clock, the young man was missing. Inquiry of one of the members of Mr. B.'s family by who was left in charge of the store developed the fact that Mensle had left a short time before, stating that he was going to a drug store near by, for the purpose of getting some medicine. "Closing time" having arrived, and Mensle still not returning, Mr. B. proceeded to examine the safe, but before unlocking us, to see that all was right. He was not long in discovering that all was not right, the safe having been opened, and the store robbed of goods to the value of about five hundred dollars. The missing articles consisted of a few Gold watch, one gold case, two American silver watches, a few chains, and a gold chain. The question of the strict honesty of his workman having upon one or two former occasions been raised in the mind of Mr. Bronnenkenk, he was not long in arriving at the conclusion that the valuables and Mensle had disappeared simultaneously. Acting upon this supposition, Mr. B. at once informed the Mayor's detective force of his loss, together with his suspicions in reference to the perpetrator of the theft. Yesterday morning, Detectives Messner and Herron started out to work up the case. They had not gone far in this business ere they struck upon what seems to be unmistakably the trail of the perpetrator of the Clark diamond theft. Having obtained from Mr. Bronnenkenk a description of Mensle, they visited the various pawn shops in the city, thinking from the description of their man, that he would be likely to have but little ready money, and would be apt to pawn some of the stolen goods before leaving the city. One of the establishment of Mr. Cohen the gold watch was found, and the person who had left it ascertained to tally exactly in point of that of Mensle. Moreover, the watch had been pawned just about ten minutes before the diamonds were stolen.

We stated yesterday, in our report of the robbery of Mr. C., that from the manner in which the diamonds had been abstracted from the window, it seemed morally certain that the thief was a good judge of jewelry, and had "spied out" the surroundings before hand. So it is naturally concluded that the robber of Mr. B.'s establishment and that of Mr. C. was one and the same person, and the circumstantial evidence is not much to be relied upon.

Mensle seems to be a kind of an itinerant jeweler, as we have before intimated. He is about thirty years of age, quite small, being probably not more than five feet four or five inches in height, and weighing not more than nineteen or one hundred pounds.

If Josiah F. Johnson really had wanted a wedding suit, perfect in fit and finish, and good enough for a prince, he could have been accommodated without delay, as can all accommodated without delay, as can all young men, at Uhlinc, Follansbee & Co.'s south west corner of Fifth avenue and Wood street.

THE OIL CASE.

The End at Last.

The Charge of the Court—The Law of the Case—The Jury Six Hours—They Return a Sealed Verdict—Rumors of the Result.

Yesterday an end—or so near to it that the people may now breath freer—was reached in the case of Owston & Sowers vs. the Allegheny Valley Railroad Company, which has been engaging the attention of the Court of Common Pleas for the greater part of the last three weeks. The counsel concluded their arguments, as we stated, on Thursday afternoon, and yesterday morning at the opening of Court Judge Stowe proceeded to charge the jury. As the case was one of unusual importance, and the charge especially able and interesting, we herewith appendit it in full:

THE MATTERS IN DISPUTE.

The plaintiffs allege in this suit that they have proven two contracts with defendants, both of which have been broken by the latter. Under the pleadings and evidence in this case, the substantial matters in dispute are divided into two parts, arising, one as far as alleged agreement, for the violation of both of which by defendants the plaintiffs allege they are entitled to recover damages.

Taking these alleged contracts in the order of time in which the plaintiffs allege they were made, we have first the contracts in writing made on the 19th of August, 1869. [Read *proof*.]

It is not denied here that this agreement was made by defendants and assigned by plaintiffs but there is a very wide difference in the position of counsel in regard to its legal meaning and effect.

A QUESTION OF LAW.

This is solely a question of law. The duty of interpreting written agreements devolves upon the Court, and you must be careful not to carry into the decision of this case any other construction of this paper than we may give it; because if they do they will sadly fail in their duty as jurors sworn to try this case according to the law and the evidence.

THE EXTENT OF DEFENDANT'S OBLIGATIONS.

The construction which we are compelled to give to this instrument, so far as the duty of the defendants to *carry oil* for plaintiffs thereunder is concerned, is this: It imposes an obligation by intendment on the part of defendants to carry oil to plaintiffs; but only such amounts, and under such circumstances, as defendants, as common carriers, were bound to carry their oil, if no such contract existed. It does not (as claimed by plaintiff) create a liability on part of defendants to carry all the oil for plaintiffs they might demand carriage for, regardless of their duties to others as public carriers. It merely, so far as their question is concerned, puts into the shape a specific agreement between the the parties to this action, we that the law required defendants to do without any contract on the matter.

The real object of the contract was to secure the early delivery of petroleum at plaintiffs' Pittsburgh, and they bound themselves to give it to the railroad company. In considertation of doing so, the railroad company was to allow a drawback of 7/8 cents a barrel—that is, a deduction from the full rates of freight. This drawback was to be paid to them at once from the monthly settlement, and in case of violation of the contract by plaintiffs they were to forfeit all that was withheld, and also pay back the amount which had been paid to them by defendant in shape of drawback. The question, plainly stated, is such as would violate the agreement, full freight rates was to be paid by them for what they had shipped during the existence of the agreement.

WAS THE CONTRACT FULFILLED ON PART OF DEFENDANTS?

The construction we put on this contract renders it necessary for the jury to consider the evidence tending to show whether, so far as they were concerned, the point is refused.

INSINUATIONS OF A "BULL RING."

Before concluding, gentlemen, I feel bound to say to you that such insinuations as may have been thrown out during the progress of this trial regarding the connection of defendants or its President with the old combination, or so-called "Bull Ring," of '69, are entirely outside the case, and so far as anything can be established by positive evidence, are simply repudiated by the testimony. In any completely refuted by the testimony. In any impression or prejudice which may have been created in your minds by such suggestions should be discarded in considering the evidence bearing upon the real issues in the case, as their only effect would be to mislead the jury.

And now, gentlemen, this case is about to be submitted for your determination under the law and evidence laid before you. The law it is our duty to instruct you upon, and we have done so to the best of our judgment and ability. If we have erred, there is, fortunately, a tribunal whose duty it is to correct our mistakes; but for the present, at least, you are bound to accept the law as we give it. You have, however, it is your special province to pass upon, and upon you alone rests the responsibility of arriving at a just conclusion in regard to them.

The cause is in your hands.

THE JURY RETIRE.

At the conclusion of these instructions the jury retired, going out about half past ten o'clock. After they had been out about half an hour the excitement in regard to their finding calmed down considerably, and the interested parties anticipating a long stay, retired from the Court House. Court was kept in session until nearly five o'clock and word was then sent down that they were ready, and would in a few minutes. The few minutes—another half hour—passed and yet no return; His Honor Judge Sterrett who was absent, having adjourned Court until this morning at nine o'clock.

A VERDICT AGREED UPON.

The jury remained out until nearly five o'clock, when they made up a verdict, sealed, and were allowed to retire from the jury room. Under the circumstances, it was impossible to ascertain the verdict accurately. There was a rumor current on the street's last night, and also some from very reliable authority, that they had found in favor of the plaintiffs for light damages. We give the rumor for what it is worth, but the exact truth cannot be known until after the opening of Court this morning.

POLICE NOTES.

Brief Mention of Criminalities.

Nineteen was the number of "commons" before Mayor Blackmore yesterday morning.

Benjamin Forsythe, for disorderly conduct, drunkenness and vagrancy, was sent to the workhouse for 90 days. Ten months was also the sentence passed upon William Brown, while George McVay and Noah Bradford were let off with thirty days each, both on a charge of vagrancy.

J. P. Dougherty, who was charged, on oath by Constable Hazen, of the Mayor's office, with keeping a disorderly house, and selling liquor without license, had a hearing before the Mayor yesterday, and was held for trial at Court.

Four common cases were disposed of by the Mayor at the evening hearing yesterday, none of them of sufficiently more serious character than an aggravated drunk.

A man named Aikers was before Deputy Mayor Nichols, of the Seventeenth ward, having been arrested the night previous on a charge of drunkenness and disorderly conduct. On the hearing the man was fined five dollars and costs. Afterward the wife of the man appeared and made information, charging him with assault and battery committed on the person of the plaintiff at the time they appeared before the Mayor. The case will probably be disposed of this morning.

THE COURTS.

Yesterday's Proceedings.

COMMON PLEAS—JUDGE STERRETT.

In the case of Boschert vs. Brown & Taggart a compulsory non-suit was entered, with leave to move the court in *bane* to take off the same.

The next case taken up was that of McCormick & Weitzel for use of George Weitzel vs. Jacob Duffy. This was an action for services. A verdict was rendered for the plaintiff for $104.61.

The case of Thomas J. Blackmere vs. Matthew Pate, with notice, etc., was next called. This was an action in ejectment for two lots of ground on Carson street, Birmingham. The jury found for the defendant.

The last case up was that of Thomas Blackmore vs. Adam Krugh and George Kuhiman, with notice, &c. This was also an action in ejectment for one lot of ground on the same street. Verdict for defendant.

FEDERAL STREET.

That Proposed Extension—The Citizens in Council Last Night—An Informal Gathering Nothing Definite Arrived At.

That highly interesting and edifying discussion which has continued at intervals for several years in regard to our Forbes street, is about to have a rival for public attention in the consideration of a proposed improvement of Federal street, Allegheny. This improvement contemplates the cutting of a portion of Nunnery Hill, at the head of Federal street, and extending that thoroughfare by a gentle grade out a mile so into the country until it intersects with the Perrysville plank road—thus affording a broad and straight highway for access and egress to and from the city in that direction. The matter has already been before Councils several times, but no definite action has yet been taken—although the amount of consideration it received in the way of discussion is almost appalling. Public opinion seems to be somewhat divided as to the benefit of the extension, and last night a number of the citizens interested in the matter met in Council Chamber, Allegheny, and resolved to invite the people to a free discussion themselves, pursuant to which a call was issued.

In response to this summons there were gathered in the Select Council Chamber, last evening, about fifty persons; the number was small, but the property representation made the meeting of more importance than the attendance indicated.

Mr. John Hackenstein, Chairman of the Survey Committee, called the meeting to order at eight o'clock, and after announcing the object of the meeting, asked the requested officers of those aboard to unload with a view to prevent harm to the property as much as possible. A fleet of steamers will, we understand, in the meantime comes, break up the ice in front of the city, which will allow it to run out early. Should the weather fallen freeze, the mercury is now below the freezing point.

LOUISVILLE, February 16.—River on a stand; tendency to rise; 6 feet 10 inches in the canal. Weather clear in the chute. The weather has moderated; light rain all day. Ice is still running heavily. All the boats are tied up. Departed—Ben Hur, for Cincinnati. Arrived—Robert Mitchell, New Orleans. Two of General Weitzel's officers report having gone out and examined the channel to-day, and found it unharmed and safe. It has thus far withstood the immense pressure of the ice and water.

VICKSBURG, February 16.—Down—R. R. Walt, 2 A. M.; Gov. Allen, 6 P. M. Up—Potomac, 7 A. M.; Thompson Dean, 8 A. M. Cold and clear. River rising.

MEMPHIS, February 16.—Cool and rainy. River rising steadily; 7 feet above and below. Arrived—Sioux City, White river. Departed—Capitol City and Alaska, New Orleans; Belfast, Cincinnati; H. S. Turner, Louisville; Mollie Rapp, Evansville.

LITTLE ROCK, February 16.—Heavy rain last night near and cold to-day. River declining; 3½ feet out. Departed—Thos. H. Allen, Memphis.

EVANSVILLE, IND., February 16.—Cloudy with light rain. River is still rising; 34 feet 4. River risen thirty inches. Up—Fayette, 9 A. M.; Ada Heilman, 2 P. M.; West Wind, 4. Departed—Ad. McDonnell, Ad. McDonnell, 4 P. M. The fog will probably suspend navigation. There is no ice.

CINCINNATI, February 16.—River falling; five feet on Harpeth Shoals. Weather milder, with indications of rain. Departed—Tallahassee, Cairo.

NEW ADVERTISEMENTS.

THE GARDNER
Fire Extinguisher,
(Patented February 14th, 1871.)
MANUFACTURED BY THE
Philadelphia Fire Extinguisher Co.
1306 CHESTNUT STREET.
GEO. B. COLLIER, President. D. B. WAGGENER, Secretary.

These machines are unquestionably the most effective ever invented. Several have been used during the past year; they have met with unprecedented success. *Having four times the capacity of any other machine, and throwing a stream forty pounds less, they attract much attention, and are rapidly superseding all others. They will positively live stock, and, in fact, in everything that would come under the head of general farm production, and are established through the various agencies and depots to supply every demand on the most favorable terms, and thus giving their house a position of competition for city trade, and advantageous to their correspondents. The confidence of the country trade already shown by this firm is very gratifying to their many friends, do not think it necessary to enter into the particulars of its business, and have only given a few facts and leading points, which we commend to the the favorable consideration of parties in want of an efficient commission house in the city. Such will find it to their interests to address Messrs. Courtney, Gordon, Campbell & Co., No. 359 Liberty street.*

Sewing Machine Canvassers.

Judging from the manner in which the resolution to abolish city canvassing for sewing machines was tabled at the meeting of Sewing Machine Agents, we suppose that the public are to be left entirely unprotected. A good article will always sell without being hawked about the streets.

Several of the "Sewing Machine Agents," have always been opposed to this way of effecting sales, preferring to rely on the well-known merits of the "Singer" to bring customers to their store.

Their sales, taking into account the amount of territory occupied by them, are double those of any other sewing machine in the city, which proves that the article they sell possesses merit in a superior degree, and that the public have a way of finding it out, without having it thrust upon them.

If you want a good sewing machine go and see the Singer, at No. 20 St. Clair street. It will be shown to you in the most courteous manner, without any attempt at force or urge you to purchase. Recollect, no city canvassers employed to sell the Singer.

All the News,

Telegraphic and Local, fresh and pointed, in the Pittsburgh "Times" this afternoon.

Great Closing Out Sale
at
W. W. Moorhead's, 81 Market street.

Spendid bargains will be offered until the first of February preparatory to taking an account of stock.

Magnificent Hamburg Embroideries.
Ladies' Muslin Undergarments.
Cashmere Scarfs, Silk Scarfs, Ribbons.
Fancy Goods and Notions.
Gents' White Shirts, very cheap.
Gents' Colored Shirts.
Socks, Collars, Suspenders.
Underwear very cheap to close out the balance of stock.

I being able to close out by the first of January as desired, I will continue at the Old Stand, 81 Market street, where I will be happy to see all my friends. Thankful for past patronage, I will do all in my power to please all, who may still favor me with their custom. W. W. MOORHEAD,
81 Market street.

The Pittsburgh "Times,"

Brimfull of spicy reading, ready this afternoon

Messrs. Hespenheide & Co. are now prepared to furnish in short notice season suits to young gentlemen which they will guarantee to give satisfaction in every case. They have a fine lot of clothing on hand, to which they invite the attention of all who would appear well dressed and be comfortable at the same time. No. 50 Sixth street is the number.

Commission House of Messrs. Courtney, Gordon, Campbell & Co., No. 359 Liberty street.

The above named Commission House has been open to the trade and engaged in business for some months past, and not until lately were we made acquainted with the great success which has marked the career of the house since the opening. The commission house at No. 359 Liberty street is a branch of their established house at Bellaire, located with a view of associating the advantages of houses located in different localities, especially commission houses, must become apparent to all dealers. Mr. D. N. Courtney is the managing man in this city and his many years of practical experience and ability to furnish the trade in the business of just such a house as has been found a necessity, and which the success of Waynesburg has agencies established in the different counties as receiving depots, thereby enabling the farmer and producer to either consign to the house here or dispose of his stocks and crops at home. The many facilities the house has in Pittsburg for disposing of all kinds of produce, with the well known experience and energy of Mr. Courtney and his assistants, and the strict integrity of all their dealings, is the secret of the success of the house, and here another on our list of reliable commission houses who hold an enviable position. The Grand Opera House opened for the season of 1871 on the 2d day of October, 1869, and honestly and without fraud or illegal preference of one customer over another, and established a character according to their best judgment, then, as a matter of law, unless there was some special contract, the plaintiffs cannot recover any damages beyond the time actually suffered by reason of defendants' failure to furnish cars and transport their oil; and the verdict of the jury for the period until the 1st of January; but whether defendants were to furnish twenty cars every day for the transportation of oil, regardless of whether the plaintiffs had no cars, or many cars, on such particular day, in which their oil was then ready for shipment and of transportation is for you to determine.

A MATHEMATICAL QUESTION.

If you find the agreement was for twenty cars a day, regardless of how many cars were on each day during the month, for the benefit of plaintiffs, then unless defendants, when properly required, gave or offered twenty cars a day to plaintiffs for the carriage of their oil, (which is not pretended) the whole amount plaintiffs were entitled to would be twenty multiplied by the number of days they should have been furnished, deducting the amount of cars actually received during the days.

If the true construction of the contract is, that to say, if the twenty cars a day were to include those actually engaged in shipment of plaintiffs' oil on each day, the number they were entitled to have, would be twenty for each particular day, less the amount then actually in use in the carriage of the shipment of plaintiffs' oil. This view will compel you to discover, as nearly as you can, the number of cars engaged in the use of the plaintiffs, and then by deducting that from twenty, the difference will be what defendants were bound to furnish, and which should be filled with oil and transported to Pittsburgh. In either case the number of cars which, under the agreement you may find it was their duty to furnish, multiplied by the number of days, and which they did not furnish, multiplied by the average contents of a car, will give you the amount in gallons, which the defendants, in this view of the case, were bound to carry under this contract, and which was not carried by them as agreed upon.

ANOTHER KNOTTY QUESTION.

If you should find that defendants are liable either for a breach of the contract of December, the 16, or of the alleged contract of August 19th, the next question for you to determine is, whether you are satisfied from the testimony, that Owston & Sowers were ready, able and willing to provide, in Venango City, all the oil necessary, from time to time, to fill the cars they claim to have been entitled to, which they say they demanded, and which were not furnished them.

It was to establish this fact that evidence was admitted of the contracts plaintiffs had for the purchase of oil from various parties deliverable at Oil City, and also the ability and disposition of the parties with whom the contracts were made to fill them.

It is not necessary that plaintiffs should have had all the oil stored at one time, either at Oil City or Venango, to fill the cars at the end of the year. It is sufficient, if you are fairly satisfied that enough was on hand from day to day to supply the cars which were demanded, and that enough would have been promptly forthcoming to fill the cars in case they had been, with them to fill.

If you find the plaintiffs ready, able and willing, and that they demanded or asked for the cars from time to time as they allege, and that defendants are liable to a breach of either or both of the contracts plaintiffs have put up in this case, your verdict should be for plaintiffs. But if you should think that the plaintiffs had not and would not, or could not have procured the oil to fill the cars they failed to get, your verdict should be for defendants, notwithstanding you might find the contract to be as alleged by plaintiffs and broken on part of defendants.

THE QUESTION OF DAMAGES.

And this brings us to the question of damages. To arrive at the damages in the case, both under this twenty car agreement and under the written agreement (if, under the instructions given, the defendants should be held liable for non-transportation of plaintiffs' oil under that agreement) the jury having found the amount of oil which defendants should have carried from day to day for plaintiffs and which was not carried, they will take the difference between the market price of oil at Pittsburgh and at Oil City for each particular day, and multiplying that by the number of gallons of oil which should have been carried to Pittsburgh on that day, and was not so carried, add, deduct, the cost of carrying the oil to Pittsburgh, the amount of damages for that day will be arrived at; and thus by taking the same course day by day, and adding the amounts together, you will arrive at the entire sum plaintiffs would be entitled to recover, and your verdict should be for that amount, with interest added from the time the oil should have been carried to Pittsburgh under the contract, say not later than January 1, 1870.

Then, gentlemen, you will inquire, first, whether the contract between these parties, of the 16th of August has been violated by the defendants refusing upon demand to carry for plaintiffs a proper and proportionate share of their oil, taking into consideration all the circumstances in evidence bearing upon that point. If so, and you are satisfied of plaintiffs' willingness and ability to furnish oil for transportation, you should assess damages for whatever amount you find was not carried when it should have been, in the difference between the market price of oil at Oil City and at its market price here the day such oil should have been delivered at Pittsburgh, less cost of getting it here. If you find that defendants did all they were in law bound to do, under the instructions given in our charge, and not sufficient cars to carry all that was offered, then as they were unable to do all that was demanded, that they were not required to discriminate, and bound to exercise discretion in regard to how much they would carry for each particular person transporting by the road. And as long as this was done with an honest purpose to do their duty to the public, the law requires, that in so doing, though a court or jury might afterwards be of opinion that this discretion might have been exercised more judiciously.

If you should be of the opinion, from the evidence, that defendants have been guilty of bad faith in regard to furnishing cars for plaintiffs, and intentionally gave undue preference to other parties by carrying their oil, when the plaintiffs were entitled to have their theirs carried, your verdict should be for the plaintiffs to the extent of the injury sustained by the bad faith in this regard. But if the evidence does not satisfy you that such was the case, your verdict upon this part of the case should be for defendants.

THE SECOND CONTRACT.

Then, gentlemen, having disposed of this part of plaintiff's claim, the next question is in regard to the alleged contract for twenty cars per day.

As you are aware, the plaintiffs assert that the defendant a summer ago about the 20th of December, 1869, through their official manager, made a contract to give them twenty cars a day till the end of December, for the transportation of their oil.

A QUESTION OF VERACITY.

This allegation is positively and emphatically asserted by plaintiffs, they having so testified as positively and emphatically denied by the defendants. The evidence of both parties you have heard. This raises a question of fact of no matter solely for you. And you alone must determine it as best you can, looking at all the evidence in the case tending to throw any light upon the question; the circumstances surrounding the alleged contract; the probabilities of the case and the interest and bias so far as they are disclosed by the testimony; the interest of the respective witnesses to testify truthfully; and in short, everything in the testimony which may enable you to come to a just conclusion. It is a serious matter, and should be carefully considered by you before you determine, so we must take the fact to be, so far, at least, as this case is concerned.

If you should find, as claimed by defendants, then, so far as liability under this particular contract is concerned, your work is done, and to that extent your verdict should be for defendants; but if you should find that a contract was made, as claimed by plaintiffs, for twenty cars a day, you must determine what is meant by the language used in this writ and meaning as contemplated by the parties to it at the time the same was made.

THE OWSTON-LAWRENCE CONFIRMATION.

The evidence of Mr. Owston upon that particular point, so far as it is now material for me to advert to it, is, after stating that he called upon Col. Lawrence, the superintendent of the railroad, in regard to procuring cars for the transportation of his oil, as follows: "Mr. Lawrence asked me (he says) if twenty cars per day would do me for the balance of the month or year. I don't remember which were his words to me. I replied I wanted all I could get, or words to that effect; that was the substance of it. Mr. King and Mr. Lawrence had some further conversation, and Mr. King went out. Col. Lawrence turned to me and said that we could have twenty cars a day for the balance of the year. I asked him to telegraph to Oil City to that effect. He sat down and wrote a message," &c. You will recollect the rest.

If this conversation took place, as stated by Owston in his evidence, and the statement made by the President of the Company to carry all plaintiffs oil to January 1, it constituted a contract for 20 cars a day, for the balance of the year, or until the 1st of January; but whether defendants were to furnish twenty cars every day for the transportation of plaintiffs' oil, regardless of whether the plaintiffs had no cars, or many cars, on such particular day, in which their oil was then ready for shipment and of transportation is for you to determine.

A MATHEMATICAL QUESTION.

If you find the agreement was for twenty cars a day, regardless of how many cars were on each day during the month, for the benefit of plaintiffs, then unless defendants, when properly required, gave or offered twenty cars a day to plaintiffs for the carriage of their oil, (which is not pretended) the whole amount plaintiffs were entitled to would be twenty multiplied by the number of days they should have been furnished, deducting the amount of cars actually received during the days.

If the true construction of the contract is, that to say, if the twenty cars a day were to include those actually engaged in shipment of plaintiffs' oil on each day, the number they were entitled to have, would be twenty for each particular day, less the amount then actually in use in the carriage of the shipment of plaintiffs' oil. This view will compel you to discover, as nearly as you can, the number of cars engaged in the use of the plaintiffs, and then by deducting that from twenty, the difference will be what defendants were bound to furnish, and which should be filled with oil and transported to Pittsburgh. In either case the number of cars which, under the agreement you may find it was their duty to furnish, multiplied by the number of days, and which they did not furnish, multiplied by the average contents of a car, will give you the amount in gallons, which the defendants, in this view of the case, were bound to carry under this contract, and which was not carried by them as agreed upon.

ANOTHER KNOTTY QUESTION.

If you should find that defendants are liable either for a breach of the contract of December, the 16, or of the alleged contract of August 19th, the next question for you to determine is, whether you are satisfied from the testimony, that Owston & Sowers were ready, able and willing to provide, in Venango City, all the oil necessary, from time to time, to fill the cars they claim to have been entitled to, which they say they demanded, and which were not furnished them.

It was to establish this fact that evidence was admitted of the contracts plaintiffs had for the purchase of oil from various parties deliverable at Oil City, and also the ability and disposition of the parties with whom the contracts were made to fill them.

It is not necessary that plaintiffs should have had all the oil stored at one time, either at Oil City or Venango, to fill the cars at the end of the year. It is sufficient, if you are fairly satisfied that enough was on hand from day to day to supply the cars which were demanded, and that enough would have been promptly forthcoming to fill the cars in case they had been, with them to fill.

If you find the plaintiffs ready, able and willing, and that they demanded or asked for the cars from time to time as they allege, and that defendants are liable to a breach of either or both of the contracts plaintiffs have put up in this case, your verdict should be for plaintiffs. But if you should think that the plaintiffs had not and would not, or could not have procured the oil to fill the cars they failed to get, your verdict should be for defendants, notwithstanding you might find the contract to be as alleged by plaintiffs and broken on part of defendants.

THE QUESTION OF DAMAGES.

And this brings us to the question of damages. To arrive at the damages in the case, both under this twenty car agreement and under the written agreement (if, under the instructions given, the defendants should be held liable for non-transportation of plaintiffs' oil under that agreement) the jury having found the amount of oil which defendants should have carried from day to day for plaintiffs and which was not carried, they will take the difference between the market price of oil at Pittsburgh and at Oil City for each particular day, and multiplying that by the number of gallons of oil which should have been carried to Pittsburgh on that day, and was not so carried, add, deduct, the cost of carrying the oil to Pittsburgh, the amount of damages for that day will be arrived at; and thus by taking the same course day by day, and adding the amounts together, you will arrive at the entire sum plaintiffs would be entitled to recover, and your verdict should be for that amount, with interest added from the time the oil should have been carried to Pittsburgh under the contract, say not later than January 1, 1870.

Then, gentlemen, you will inquire, first, whether the contract between these parties, of the 16th of August has been violated by the defendants refusing upon demand to carry for plaintiffs a proper and proportionate share of their oil, taking into consideration all the circumstances in evidence bearing upon that point. If so, and you are satisfied of plaintiffs' willingness and ability to furnish oil for transportation, you should assess damages for whatever amount you find was not carried when it should have been, in the difference between the market price of oil at Oil City and its market price here the day such oil should have been delivered at Pittsburgh, less cost of getting it here. If you find that defendants did all they were in law bound to do, under the instructions given in our charge, and not sufficient cars to carry all that was offered, then as they were unable to do all that was demanded, that they were not required to discriminate, and bound to exercise discretion in regard to how much they would carry for each particular person transporting by the road. And as long as this was done with an honest purpose to do their duty to the public, the law requires, that in so doing, though a court or jury might afterwards be of opinion that this discretion might have been exercised more judiciously.

If you should be of the opinion, from the evidence, that defendants have been guilty of bad faith in regard to furnishing cars for plaintiffs, and intentionally gave undue preference to other parties by carrying their oil, when the plaintiffs were entitled to have theirs carried, your verdict should be for the plaintiffs to the extent of the injury sustained by the bad faith in this regard. But if the evidence does not satisfy you that such was the case, your verdict upon this part of the case should be for defendants.

DEFENDANTS' POINTS.

The Court is most respectfully requested to charge the jury on the part of the defendants:

1. That under the contract of August 16th, 1869, the defendants are not, in law, bound to carry for plaintiffs all the oil they might tender for shipment, or any specified quantity thereof, but only so much as defendants, with justice to other customers of the Company who might have oil to be transported over the road.

This point is affirmed.

2. [This point was withdrawn.]

3. That as matter of law the jury should consider in determining whether any such contract was made, as is alleged to have been made in December, 1869, between the President of the Allegheny Valley Railroad Company, or on or about December 16th, 1869, the Owston & Sowers were ready, able and willing to provide, in Venango City, all the oil necessary, from time to time, to fill the cars they claim to have been entitled to, which they say they demanded, and which were not furnished them.

This point is affirmed.

4. That the jury believe from the evidence that the making of such a contract at the time and under the circumstances stated in it, was claimed it was made, would have worked as unjust and unfair discrimination in favor of the plaintiffs as common carriers, as shippers of oil over the defendants road, during the month of December, 1869, and that in making such contract the defendants would have been guilty of a violation of its duty, then the jury should require strong and convincing proof to establish such contract, and if they are, by reason of the improbability that such contract was made, or by reason of the conflicting evidence as to its having been made, left in uncertainty and doubt as to whether it was made at all, they should as a matter of law find against, and in favor of the award plaintiffs damages for its breach.

Answer the same as [point 3].

7. That the plaintiffs having set up this contract are bound in law to satisfy the jury of its existence, and the burden of proving it was made is upon them, and unless they satisfy the jury their finding should be for the defendants as to any damages claimed under said contract.

The point is affirmed.

8. That, as a matter of law, the defendants as common carriers, aside from a special contract, are bound only to carry goods offered them within a reasonable time, having regard to shipments and convenience to carry, and are not liable for any want of such convenience occasioned by an unusual pressure of business; and if the jury believe from the evidence that the defendants failed to furnish the plaintiffs cars as called for in any case of cars caused by an unusual and unforeseen pressure of business and demand for oil cars in the month of December, 1869, then the plaintiffs are not entitled to recover any damages for such failure to furnish them all the cars they might require.

Answer the same as [point 3].

9. That a discretion as to the allotment of cars among their customers is vested in the officers of the defendant's road, and in the jury believe from the evidence that they exercised this discretion honestly and impartially, and without unjust or intentional preference of one customer over another, the defendants are not liable for a mistaken exercise of such discretion, if the same was honestly made, in the allotment of cars among their customers, even though the plaintiffs suffered thereby.

Affirmed—If you should not find the contract for twenty cars a day. If you should find that such contract was made as claimed by plaintiffs.

10. That if the jury believe from all the evidence in the case, that the defendants used all due diligence in the provision and management of their motive power during the month of December, 1869 and honestly and without fraud or illegal preference of one customer over another, made selection of cars according to their best judgment, then, as a matter of law, unless there was some special contract, the plaintiffs cannot recover any damages beyond the time actually suffered by reason of defendants' failure to furnish cars and transport their oil; and the verdict of the jury for the period until the 1st of January, but whether defendants were to furnish twenty cars every day for the transportation of plaintiffs' oil, regardless of whether the plaintiffs had no cars, or many cars, on such particular day, in which their oil was then ready for shipment